



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: 250 622 918 581 51 and Passcode: Tr3fr7rd

Regular City Council Meeting Agenda – May 11, 2026, 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:
 - a. May 26th Public Hearing Notice for the 26/27 FY Budget Proposal
7. City Manager's Report
8. Oakland County Sheriff's Report for April
8. Consent Agenda:
Final Minutes of the April 13, 2026 Regular Meeting
Draft Minutes of the April 27, 2026 Regular Meeting
Treasurer's Report May 11, 2026

9. Unfinished Business:

- a. None

10. New Business:

- a. Motion: Chamber of Commerce Light Post Decoration Proposal for June-July
- b. Resolution: MDOT Category B Grant Agreement for E. Church Paving
- c. Resolution: Carlisle-Wortman Associates 3-year Agreement Renewal
- d. Resolution: Parking Lot Sealcoating & Restriping Quote

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.

PUBLIC HEARING NOTICE

**CITY OF THE VILLAGE OF CLARKSTON
Artemus M. Pappas Village Hall
375 Depot Rd
Clarkston MI 48346
Tuesday May 26th, 2026, at 7:00 P.M.**

The City of the Village of Clarkston will hold a Public Hearing on its 2026-2027 Fiscal Year Budget during our regular City Council Meeting on Tuesday May 26th, 2026, starting at 7:00 PM. A draft copy of the proposed budget will be available on our web site www.villageofclarkston.org or in our office starting on May 20th, 2026.

Members of the public may participate or comment on this Public Hearing in three ways:

1. Attend in-person at the Clarkston Village Hall conference room located at 375 Depot Road, Clarkston, MI 48346
2. Join the meeting remotely using a computer, tablet or smartphone via Microsoft Teams (Meeting ID: 224 715 228 367 22, Passcode: wA7Px2yD)
3. Submit written comments to the City Manager at smithj@villageofclarkston.org until 3:00 PM the day of the hearing

Persons with questions may call the City Office at (248) 625-1559 or email the City Manager at smithj@villageofclarkston.org . Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at least 48 hours prior to the meeting.

This notice is in compliance with PA 267 of 1976 (as amended) Open Meetings Act, MCLA 41.72 (2)(3) and the Americans with Disabilities Act (ADA).

Jonathan Smith, City Manager

City of the Village of Clarkston
City Manager Report
May 11, 2026

Governor's Award for Historic Preservation

On Friday May 1st I attended the State Historic Preservation Office Governor's Award program in the Lansing Capital building to accept an award on behalf of Nancy Moon and the City's Historic District Survey Committee for their exhausting work to resurvey and redocument the homes in the City's nationally recognized Historic District. Nancy in particular, donated hundreds and hundreds of volunteer hours to thoroughly research and update the history of each home in the district. Because Nancy was unable to attend the awards ceremony on May 1st, Julie Meredith from the CID Library and I proudly attended to accept the award on her behalf directly from Governor Gretchen Whitmer. A subsequent local celebration event is being planned to recognize Nancy and the team for this incredible achievement. See the attached ceremony program and photograph. A copy of the award will also be hung in City Hall. Congratulations Nancy!!

Insource or Outsource Pothole Patching

The City's very old asphalt hot-patch trailer is rusted through in several areas and no longer viable for use. I am currently in the process of obtaining a quote for a lightly used hot-patch trailer that would allow the City DPW to continue to perform pothole patching. Alternatively, I am also seeking quotes to outsource the work to an asphalt repair contractor. I will prepare a price comparison of the two alternatives for Council consideration in the May 26th Council meeting.

City Manager Dashboard

I am seeking Council's input on a standard template I could use on all future City Manager reports, showing data points or information that would be helpful to City Council. For example, the number of year-to-date Building Permits, or the year-to-date Parking Revenue, or a list of the in-process studies currently underway. Please let me know your thoughts on this idea.

Possible Ordinance for e-Bikes and E-Scooters

After our discussion in the April 27th Council meeting on this topic, I have located copies of e-Bike ordinances recently implemented in four other communities and will be reviewing these with the Planning Commission before returning to Council with a recommendation.

Light Post Decoration Mock-up

Also, as discussed in the April 27th Council meeting, we have prepared for your feedback the attached mock-up of a City light post decorated for the Fourth of July and America 250 celebrations.

Respectfully submitted, **Jonathan Smith, City Manager, May 7, 2026**



2026

GOVERNOR'S AWARDS
FOR HISTORIC PRESERVATION
May 1, 2026





PROGRAM SCHEDULE

Hello and Housekeeping

Nathan Nietering, Project Coordinator, State Historic Preservation Office

Welcome

Ryan Schumaker, State Historic Preservation Officer

Congratulatory Remarks

Gretchen Whitmer, Governor of Michigan

Remarks

Quentin L. Messer, Jr., Chief Executive Officer, Michigan Economic Development Corporation (MEDC)

Remarks

Ryan Schumaker, State Historic Preservation Officer

Presentation of Awards

Remarks by **Martha MacFarlane-Faes**, Deputy State Historic Preservation Officer, assisted by **Katie Kolokithas**, Historic Resource Survey Coordinator; **Mara Lancaster**, Historical Architect and **Todd Walsh**, National Register Coordinator, State Historic Preservation Office.

Closing

Ryan Schumaker, State Historic Preservation Officer

Please join us following the ceremony for refreshments provided by the Michigan Historic Preservation Network. We thank them for their hospitality.

2026 AWARD RECIPIENTS

PIQUETTE FLATS

411 Piquette, LLC; Kraemer Design Group; PCI Dailey Contracting; Grunwell – Cashero; and Graham Architectural Products

CAPRI DRIVE-IN

The Magocs Family

NORTHFIELD TOWNSHIP

Washtenaw County; Northfield Township Historical Society, Inc.; and Firefly Preservation Consulting, LLC

ISLE ROYALE ARCHAEOLOGY

Isle Royale National Park; Grand Portage Band of Lake Superior Chippewa; and Grand Portage National Monument

CLARKSTON HISTORIC DISTRICT

City of the Village of Clarkston; and the Clarkston Historic District Resurvey Committee

WALTER FRENCH SCHOOL

Capital Area Housing Partnership; Quinn Evans; Rohde Construction; and Housing Links, LLC

The State Historic Preservation Office extends a special thank-you to the MEDC's Marketing, Communications and External Affairs, and Information Technology teams for their support of today's awards ceremony.

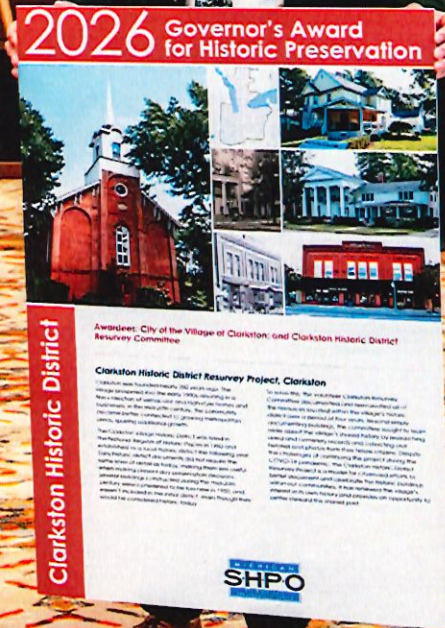
*The 2026 Governor's Awards for Historic Preservation were framed by Framer's Edge, Okemos.
Today's catering is provided by Professional Party Planner, Lansing.*



michigan.gov/shpo

This activity has been financed in part with federal funds from the Historic Preservation Fund, administered by the National Park Service, U.S. Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this activity are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Chief, Office of Equal Opportunity Programs, National Park Service, 1849 C Street, NW, MS-2740, Washington, D.C. 20240





**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

[illegible]



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

Final Minutes of the April 13, 2026, 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: Quisenberry
 - Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Evelyn Bihl, Deputy Clerk and Gerald Fisher, City Attorney.
4. Approval of Agenda:
 - Motion by Jones, Support by Rodgers, to approve the agenda with an amendment to add a closed session under New Business (d.) to discuss the pump station invoice.
All Aye. Nay - None. MOTION CARRIED 6-0.
5. Public Comments:
 - Public comment was held.
6. FYI:
 - 41st Clarkston Community Awards
 - CIDL Spring Book Sale
7. City Manager Report
 - Crumbling Brick Wall
 - Status of 2027 Funding Applications for Downtown Sidewalks & Driveway Aprons
 - High Levels in Area Lakes and Waterways
8. Oakland County Sheriff's Report for March

9. Consent Agenda

- Final Minutes of the March 9, 2026, Regular Meeting
- Draft Minutes of the March 23, 2026, Regular Meeting
- Treasurer's Report April 13, 2026

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

10. **Unfinished Business:**

a. Resolution: Chamber of Commerce MOU Renewal

Motion by Jones, Support by Casey, that the City Council of the City of the Village of Clarkston hereby approves the MOU with the Clarkston Area Chamber of Commerce for years 2026 through 2028. VOTE: Forte – Yes, Jones – Yes, Rodgers - Yes, Wylie – Yes, Avery - Yes, and Casey - Yes. MOTION CARRIED, 6-0.

b. Resolution: 2026 Deer Lake Beach and Boat Launch Operations

Motion by Avery, Support by Casey, that the City Council of the City of the Village of Clarkston hereby approves the draft agreement for 2026 and authorizes the Mayor and Clerk to sign/accept. VOTE: Forte – Yes, Jones – Yes, Rodgers - Yes, Wylie – Yes, Avery - Yes, and Casey - Yes. MOTION CARRIED, 6-0.

11. **New Business:**

a. Discussion: Sgt. John Ashley Retirement and Replacement

b. Resolution: Oakland County P25 Radio User Agreement Renewal

Motion by Forte, Support by Avery, that the City Council of the City of the village of Clarkston hereby agrees to the terms of the Oakland County P25 Simulcast System Interlocal Agreement with Oakland County. VOTE: Jones – Yes, Forte – Yes, Casey – Yes, Avery – Yes, Wylie – Yes, and Rodgers - Yes. MOTION CARRIED, 6-0.

c. Resolution: Interlocal Agreement for NOTA Transportation Services

Motion by Jones, Support by Forte, that the City Council of the City of the Village of Clarkston hereby approves the ongoing interlocal agreement for transferring the City's SMART Municipal Credits to NOTA. VOTE: Rodgers - Yes, Wylie – Yes, Avery - Yes, Casey – Yes, Forte – Yes, and Jones - Yes. MOTION CARRIED, 6-0.

d. Discussion: Response to Independence Township re Pump Station Invoice

Closed Session Meeting as permitted by the Open Meetings MCL 15.268(1)(h) which permits a public body to meet in a closed session for the purpose of considering its attorney's written legal opinion, which is subject to the attorney-client privilege, and thus is not subject to disclosure under state law.

1. Motion to Hold a Closed Session Meeting with City Attorney G. Fisher
2. Initiate a Closed Session Meeting
3. Discussion
4. Motion to End the Closed Session Meeting
5. End the Closed Session, return to Open Session

- Motion by Forte Support by Jones, to go into a closed session at 8:06pm
MOTION CARRIED 6-0.

- Motion by Jones, Support by Rodgers, to come out of closed session and reconvene the Regular City Council Meeting at 8:48 pm. VOTE: All Aye. MOTION CARRIED 6-0.

12. Motion: Adjourn Meeting at 8:48 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.



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

Draft Minutes of the April 27, 2026, 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, Jones, and Quisenberry.
 - Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Evelyn Bihl, Deputy Clerk and Gerald Fisher, City Attorney.
4. Approval of Agenda:
 - Motion by Forte, Support by Rodgers, to approve the agenda as presented.
All Aye. Nay - None. MOTION CARRIED 7-0.
5. Public Comments:
 - Public comment was held.
6. FYI:
 - May 2nd M-15 Garage Sale
 - May 9th Angels' Place Race
 - May 26th Public Hearing for the 26/27 FY Budget Proposal
7. City Manager Report
 - April 17th Testimony at the Michigan House Committee
 - April 22nd Oakland County Economic Outlook
 - 130 N. Main Street Status
 - Clarkston Schools 2nd Grade Historical Walk
 - Possible Ordinance for E-Bikes and E-Scooters

8. Consent Agenda

- Final Minutes of the March 23, 2026, Regular Meeting
- Draft Minutes of the April 13, 2026, Regular Meeting
- Treasurer's Report April 27, 2026

Motion by Quisenberry, Support by Rodgers, to approve the Consent Agenda as presented. All Aye. Nay – None. MOTION CARRIED 7-0

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Proclamation: National Day of Prayer, Thursday, May 7th

- b. Motion: Proposal for a "Flybrary" in Depot Park (Easton Stroud)

Motion by Jones, Support by Rodgers, to approve Easton Stroud's proposal to install a Flybrary in Depot Park. Easton will be responsible for maintaining and restocking the Flybrary. VOTE: Jones – Yes, Quisenberry – Yes, Rodgers – Yes, Wylie – Yes, Avery – Yes, Casey – Yes, and Forte - Yes. MOTION CARRIED, 7-0.

- c. Discussion: Main Street Clarkston Lamppost Banner Proposal (Cara Catallo)

Motion by Forte, Support by Rodgers, to amend the agenda to add two motions regarding the proposed Banners on Lampposts in downtown Clarkston. All Aye. Nay - None. MOTION CARRIED 7-0.

Motion by Forte, Support by Avery, to approve the America 250 banners for downtown Clarkston as presented. All Aye. Nay - None. MOTION CARRIED 7-0.

Motion by Forte, Support by Avery, to adopt the applications and guidelines for lamppost banners proposed by Main Street Clarkston. All Aye. Nay - None. MOTION CARRIED 7-0.

- d. Closed Session Meeting to review legal issues which have arisen in connection with City and Township Intergovernmental relations as permitted by the Open Meetings MCL 15.268(1)(h) which permits a public body to meet in a closed session for the purpose of considering its attorney's written legal opinion, which is subject to the attorney-client privilege, and thus is not subject to disclosure under state law.

1. Motion to Hold a Closed Session Meeting with City Attorney Gerald Fisher
2. Initiate a Closed Session Meeting
3. Discussion
4. Motion to End the Closed Session Meeting
5. End the Closed Session, return to Open Session

- Motion by Casey Support by Forte, to go into a closed session at 8:09pm
MOTION CARRIED 7-0.

- Motion by Jones, Support by Rodgers, to come out of closed session and reconvene the Regular City Council Meeting at 9:01 pm. VOTE: All Aye. MOTION CARRIED 7-0.

11. Motion: Adjourn Meeting at 9:01 P.M.

- Motion by Jones, Support by Rodgers to adjourn. VOTE: All Aye. Nay – None.
MOTION CARRIED 7-0.

Respectfully Submitted by Angie Guillen, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

5/11/2026

Treasurer's Report:

I. Disbursements from 04/01/2026 - 04/30/2026

101 General Fund	\$	10,185.01
202 Major Streets	\$	251.22
203 Local Street	\$	88.27
220 Mill Pond Lake	\$	-
231 Parking Meter Fund	\$	1,420.38
236 Friends of Depot Park	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	-
590 Sewer Fund	\$	75.82
591 Water Fund	\$	-
703 Tax Fund	\$	-
Total	\$	12,020.70

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 April 2026	\$	-
Jerry / Kristin - Professional Services (April 2026 Invoice)	\$	-
Jerry / Kristin - Professional Services Court (April 2026 Invoice)	\$	-
Total	\$	-

III. Other Checks for Review

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

GRAND TOTAL	\$	12,020.70
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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 04/01/2026 - 04/30/2026
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
04/01/2026	GEN	12272	86427	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	45.00
04/01/2026	GEN	12273#	3/31/2026	GREAT LAKES ACE HARDWARE	PARK MATERIALS	728.000	265	37.99
			3/31/2026		MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	72.22
				CHECK GEN 12273 TOTAL FOR FU				110.21
04/01/2026	GEN	12274	3/26/2026	KIMBERLY FEIGLEY	SUPPLIES	726.000	253	3,000.00
04/06/2026	GEN	12275	204925087638	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	276.48
04/06/2026	GEN	12276	200186405323	DTE ENERGY	DTE STREET LIGHTING	926.000	448	2,066.23
04/06/2026	GEN	12277	126287	MAZZA AUTO PARTS	MATERIAL & OUTSIDE LABOR-DUMP TRUC	861.007	446	4.49
04/06/2026	GEN	12278	75730	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	89.06
04/06/2026	GEN	12279	1113208	MML WORKER'S COMP FUND	WORKMAN'S COMPENSATION	722.000	172	76.00
04/06/2026	GEN	12280	399036	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	200.00
04/06/2026	GEN	12281	4/21/2026	DTE ENERGY	DETROIT EDISON-VH	920.000	265	25.99
			4/21/2026		DETROIT EDISON-VH	920.000	265	234.08
			4/21/2026		DTE UPPER PARKING LOT	923.000	265	19.23
			4/21/2026		DTE UPPER PARKING LOT	923.000	265	208.98
			4/21/2026		DTE UPPER PARKING LOT	923.000	265	30.52
			4/21/2026		DTE UPPER PARKING LOT	923.000	265	17.41
				CHECK GEN 12281 TOTAL FOR FU				536.21
04/08/2026	GEN	12282	0106485-1714-1	WM CORPORATE SERVICES, INC	RUBBISH COLLECTION	818.000	265	257.59
04/09/2026	GEN	12283	2183921	CARLISLE/WORTMAN ASSOC INC	VH-PLANNER FEES	811.000	701	187.50
04/13/2026	GEN	12284	86359	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	39.90
04/13/2026	GEN	12285	260970032677	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	1,618.20
04/13/2026	GEN	12286	1085415	ROSATI,SHULTZ,JOPPICH & AMTS	LEGAL FEES	803.000	266	135.00
			1085414		LEGAL FEES	803.000	266	75.00
			1085413		LEGAL FEES	803.000	266	60.00
				CHECK GEN 12286 TOTAL FOR FU				270.00
04/13/2026	GEN	12287	1222702242	NET2PHONE GLOBAL SERVICES, L	TELEPHONE EXPENSE	850.000	172	198.02
04/20/2026	GEN	12288	86512	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	409.50

05/07/2026 11:29 AM
User: TREASURER2
DB: Clarkston

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CHECK DATE FROM 04/01/2026 - 04/30/2026
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
04/20/2026	GEN	12289	109967681	RICOH USA INC	RICOH COPIER LEASE	941.000	172	86.97
04/20/2026	GEN	12290	167760	SHRED EXPERTS LLC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	500.00
04/22/2026	GEN	12291	4/22/2026	OAKLAND COUNTY CLARKS ASSOCI	DUES & CONFERENCES	958.000	215	25.00
04/23/2026	GEN	12292	048-00029-001	CHARTER TOWNSHIP OF INDEPEND	SEWER & WATER-VH	924.000	265	28.21
04/27/2026	GEN	12293	94894852	TERMINIX EHRLICH	VH - BLDG MAINT	931.000	265	80.48
04/27/2026	GEN	12294*#	4/21/2026	HOME DEPOT CREDIT SERVICES	SUPPLIES-VH BUILDING	726.004	265	79.96
Total for fund 101 GENERAL								10,185.01

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
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Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
04/27/2026	GEN	12294*#	4/21/2026	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - WINTER MAINT	726.002	453	251.22
Total for fund 202 MAJOR STREET								251.22

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DB: Clarkston

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Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
04/27/2026	GEN	12294*#	4/21/2026	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - WINTER MAINT	726.002	453	88.27
Total for fund 203 LOCAL STREET								88.27

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Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
04/01/2026	PARK	1388	074293	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	50.00
04/06/2026	PARK	1389	IRIS0000158454	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
			IRIS0000158453		MISC EXPENSE	955.000	172	55.00
			CHECK PARK 1389 TOTAL FOR FU					110.00
04/09/2026	PARK	1390	INV-1059705	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	799.41
			INV-1059875		MISC EXPENSE	955.000	172	227.75
			CHECK PARK 1390 TOTAL FOR FU					1,027.16
04/09/2026	PARK	1391	INV-1059385	PASSPORT LABS, INC	PARKING KIOSK SUPPLIES	726.006	172	162.80
04/23/2026	PARK	1392	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	70.42
			Total for fund 231 PARKING METER FUND					1,420.38

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Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
04/22/2026	SEWER	2181	CIN-0007323	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	75.82
					Total for fund 590 SEWER			75.82
TOTAL - ALL FUNDS								12,020.70

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

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

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Chamber of Commerce Light Post Decoration Proposal for June-July

In the April 13, 2026 Council meeting, a Memorandum of Understanding with the Clarkston Area Chamber of Commerce was approved allowing the Chamber to attach seasonal decorations to the City's downtown light posts, provided the decorations are pre-approved by Council.

Representatives from the Chamber are scheduled to attend the May 11th Council meeting to present their plans for decorating the posts for the months of June and July.

Motioned by _____, supported by _____ to approve, not-approve, or approve with changes the Chamber's light post decoration plans as proposed for the months of June and July 2026.

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

☐ Motion is Adopted

☐ Motion is Defeated

Angela Guillen, City Clerk

May 11, 2026

Date

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - MDOT Category B Grant Agreement for E. Church Repaving

WHEREAS, the City's application for an MDOT "Category B" road funding grant for the repaving of E. Church Street from Main Street to the City border was submitted on June 11, 2025, and;

WHEREAS, on October 23, 2025, MDOT notified the City that our application had been approved for a matching grant in the amount of \$117,700, meaning both MDOT and the City would equally fund \$117,700 towards the planning, engineering and construction of E. Church, and;

WHEREAS, prior to proceeding, MDOT has requested that the attached agreement (reviewed by the City Attorney) specifying the areas of responsibility for each party be accepted by the City, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes Mayor Sue Wylie and City Manager Jonathan Smith to sign and execute the MDOT agreement (Contract Number 26-5171) as attached.

Resolved by _____ and supported by _____.

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

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

May 11, 2026

Date

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

TED (B)
NON FED

COM
Control Section EDB 63000
Job Number 225587CON
Contract No. 26-5171

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF THE VILLAGE OF CLARKSTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Clarkston, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated April 14, 2026, attached hereto and made a part hereof:

Pavement removal and hot mix asphalt paving along East Church Street from M-15 easterly to city limits, including concrete curb ramps, structure adjustments, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "B" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for

any claims, causes of action or judgments arising out of the design of the PROJECT.

- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
 - (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and

the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
 - (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
 - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any

REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category B shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 50 percent of the approved and responsible low bid amount, or (2) \$117,700 the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 50 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

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In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision

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only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #873 shall be forfeited back to the DEPARTMENT.

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9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and

local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 252-253, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF THE VILLAGE
OF CLARKSTON

By
Title:

By
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



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April 14, 2026

EXHIBIT I

CONTROL SECTION EDB 63000
JOB NUMBER 225587CON

ESTIMATED COST

Estimated PROJECT COST
Contracted Work

TOTAL \$235,400

ESTIMATED COST PARTICIPATION

Less TED FUNDS*

TOTAL \$117,700

BALANCE (REQUESTING PARTY'S SHARE)

TOTAL \$117,700

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

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APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised August 2011

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Carlisle-Wortman Planning Services Agreement Renewal

WHEREAS, for many years, the City of the Village of Clarkston has utilized Carlisle-Wortman Associates (CWA) to provide planning services to the City, and;

WHEREAS, the existing annual agreement has expired and CWA has provided the attached renewal for the period April 1, 2026 through March 31, 2028, and;

WHEREAS, City Attorney Gerald Fisher has reviewed the agreement and recommended minor changes which are reflected in the attached version, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes Mayor Sue Wylie and City Manager Jonathan Smith to sign and execute the agreement as submitted.

Resolved by _____ and supported by _____.

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

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

May 11, 2026

Date



Carlisle | Wortman
ASSOCIATES, INC.

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

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, Entered into this ____ day of _____, by The City of the Village of Clarkston, hereinafter referred to as the "Client" and Carlisle|Wortman Associates, Inc. hereinafter referred to as the "Consultant."

WHEREAS, The Client desires to engage the Consultant to provide assistance in planning, plan review, and zoning compliance review services.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement set forth below, the parties agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

PLANNING AND ZONING SERVICES

The Consultant for its part agrees to provide planning, plan review, and zoning compliance consulting services in accordance with a Scope of Work as requested by the Client.

SECTION 2.0

COLLECTION OF DATA

The Client will cooperate with the Consultant in the collection of basic data and other information for the above work, including the transmittal of base maps in GIS or AutoCAD files, if available.

SECTION 3.0

PAYMENT FOR SERVICES

- 3.1 For Planning and Zoning Services** requested by the Client the Consultant shall be paid in accordance with the hourly rates depicted in **Attachment I**.
- 3.2 Terms of Payment** - The Consultant shall present the Client with an itemized invoice each month based on work performed in the previous month in accordance with this Agreement. Invoices shall be paid within thirty (30) days after receipt by the Client.

SECTION 4.0

REPRESENTATION

Benjamin Carlisle will represent the Consultant and **Jonathan Smith** will represent the Client in all matters pertaining to this Agreement. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this Agreement. A sub-consultant will be approved by the Client prior to extensive utilization.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

SECTION 5.0**OWNERSHIP OF MATERIALS**

- 5.1** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall be and remain property of Client and shall not be made subject to any copyright unless authorized by Client. The Consultant hereby assigns to Client the copyright to all works prepared, developed, or created pursuant to the services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public for sale, rental, lease, or lending; (4) provide a presentation of the works publicly; and (5) to display the work publicly. The Consultant waives its right to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.
- 5.2** The Consultant will be provided with a copy of the Client's Freedom of Information Act ("FOIA") policy. Client is responsible for responses to FOIA requests, and the Consultant shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, the Consultant shall immediately give that request to the Client Clerk. The Consultant shall provide specific information requested by Client for response to the FOIA request by the date and time requested by the Client Clerk or in a specific format if so requested by the Client Clerk.
- 5.3** If the Consultant receives a claim for damages, a summons or complaint, a subpoena or other document concerning a request for money damages, a threat of a lawsuit, or any court action proceeding, the Consultant shall immediately hand deliver these documents to the Client Clerk.
- 5.4** In the event of litigation, Client acknowledges that the Consultant can only produce information or materials requested at any point in the litigation process with authorization from the Client Attorney or designated Legal Counsel. Client agrees to defend the Consultant against any and all claims when the Consultant is operating under the direction of the Client Attorney, or other designated Legal Counsel assigned by Client or Client's insurance carrier, regarding such matters.

SECTION 6.0**INSURANCE AND LIMITATION OF LIABILITY**

- 6.1** During the term of this Agreement, the Consultant agrees to procure and maintain in effect insurance policies naming the Client as an "Additional Insured" in the amounts and with the types of coverage shown below:
1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 2. Workers Compensation Insurance in the form and amount required by Michigan law.
 3. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- 6.2** The Client and the Consultant shall have no liability to each other for any claim relating to this Agreement in excess of the fees and expenses paid to the Consultant except pursuant to

indemnification obligations concerning third party claims under Section 7.0. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this Agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0

INDEMNIFICATION

The Consultant shall not be liable to the Client for any loss incurred by third parties in the performance of services hereunder unless caused by the Consultant's willful misconduct or negligence. To the extent permitted by law, the Client agrees to indemnify and defend the Consultant from and against any damages, claims or suits by third parties against the Consultant arising from the performance of the Consultant's services hereunder unless caused by the Consultant's willful misconduct or negligence.

SECTION 8.0

GENERAL PROVISIONS

- 8.1** The Exhibits attached to and referenced in this Agreement are incorporated into this Agreement by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon the Parties. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.
- 8.2** Any notice under this Agreement shall be addressed and directed to the representatives of the Parties identified in Section 4.0 at their respective addresses.
- 8.3** The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 8.4** This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the Parties.
- 8.5** The Consultant shall perform the services under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with Client other than as a contracting party and independent contractor. Employees of the Consultant shall not be deemed to be employees of Client for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose.
- 8.6** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising;

layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship.

- 8.7** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Client, its officials, employees, contractors, agents, volunteers, or any other person acting on behalf of Client and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, *et. seq.*, as the same may be amended from time-to-time.
- 8.8** This Agreement constitutes the entire agreement between the Parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged into this Agreement.
- 8.9** If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect unless enforcement of such remaining portions would be inconsistent with the intent of the parties.

SECTION 9.0

TERMS OF AGREEMENT

The term of this Agreement shall be for a period from **April 1 , 2026 through March 31, 2028** unless mutually extended.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period will be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, the Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Sue Wylie
Mayor
The City of the Village of Clarkston

Jonathan Smith
Manager
The City of the Village of Clarkston

WITNESS

CONSULTANT

Benjamin Carlisle , AICP
President
Carlisle/Wortman Associates, Inc.

**ATTACHMENT I
FEES**

PLANNING AND ZONING SERVICES

A. Hourly Rate Schedule

All Planning and Zoning work will be performed on an hourly basis in accordance with the rate schedule shown below. Such work shall include but is not limited to the following:

- ❖ Telephone/email consultation with Client staff.
- ❖ Development review including site plan, rezonings, and special use analysis.
- ❖ Zoning consultation including text amendments.
- ❖ Meeting attendance for City Council, Planning Commission, Zoning Board of Appeals, and development related meetings.
- ❖ Keeping City Officials informed about changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
- ❖ Minor ordinance amendments and studies.

Project Team	2026 Rate	2027 Rate	2028 Rate
President	\$165.00	\$172.00	\$179.00
Principal	\$160.00	\$166.00	\$173.00
Senior Associate	\$145.00	\$150.00	\$156.00
Associate Planner	\$135.00	\$140.00	\$146.00
Community Planner/Landscape	\$125.00	\$130.00	\$135.00
Graphics (GIS) Technician	\$110.00	\$115.00	\$120.00
Support Staff	\$95.00	\$100.00	\$105.00

B. Major Studies and Amendments

From time to time, the Client may request more in-depth studies, amendments, etc. In such cases, the Consultant will bill time based on current hourly rates or provide the Client with a written not-to-exceed cost proposal, if requested.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Parking Lot Sealcoating and Restriping

WHEREAS, to maximize the life of asphalt parking lots, it is recommended that patching, crack filling and surface seal coating be performed on a regular basis, no less than every two years, and;

WHEREAS, it has now been two years since this maintenance was last performed in the City's Washington & Main and Depot Road parking lots, and;

WHEREAS, in 2020, 2022 and 2024, competitive sealcoating quotes were obtained from multiple suppliers after which Doug's Sealcoating of Clarkston was selected for both a high quality and low-price quote, and;

WHEREAS, because Doug's Sealcoating (now DNS Seal Coating and Striping) has submitted a 2026 quote with only minor price changes, it is recommended that Doug's Sealcoating be approved for the cleaning, repair, crack-fill, sealcoating and restriping of the City's Washington & Main Parking Lot, Depot Road Lot, and Depot Road Angle Parking, totaling \$12,500, and;

WHEREAS, because of the age of the asphalt in these parking lots, it is recommended that a 5% contingency allowance for possible unforeseen issues be added, bringing the total approval request to \$13,125, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Manager to contract with Doug's Sealcoating to clean, repair, crack-fill, sealcoat and restripe the City's Washington & Main parking lot, Depot Road parking lot, and the Depot Road Angle Parking at a not-to-exceed cost of \$13,125, to be funded by the City's Parking Fund (231-000-001.000) designated for road, sidewalk and parking lot maintenance.

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

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

May 11, 2026

Date

COMPLETE ASPHALT MAINTENANCE

Proposal



DNS SEAL COATING & STRIPING

PO BOX 98
CLARKSTON, MI 48347
248-627-2397

ALL WORK GUARANTEED

Insured - Free Estimates

PROPOSAL SUBMITTED TO: VILLAGE OF CLARKSTON		PHONE 909-3380	DATE 5-5-2026
STREET 375 DEROT RD		JOB NAME DEPOT ROAD PARKING LOT	
CITY, STATE, ZIP CODE CLARKSTON, MI		JOB LOCATION	
ARCHITECT JONATHAN SMITH	DATE OF PLANS 2-24	JOB PHONE	

We hereby submit specifications and estimates for:

①	CLEANING & SEALING	= 4400. ⁰⁰
②	1600' HOT CRACK FILL	= 1600. ⁰⁰
③	RESTRIPING	= 600. ⁰⁰
		TOTAL = 6600.⁰⁰

* NEW ASPHALT OF SIDE LOT ON DEPOT ROAD *

①	CLEANING & SEALING	= 1300. ⁰⁰
②	RESTRIPING	= 400. ⁰⁰
		TOTAL = 1700.⁰⁰

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

COMPLETE ASPHALT MAINTENANCE

Proposal



DNS SEAL COATING & STRIPING

PO BOX 98
CLARKSTON, MI 48347
248-627-2397

ALL WORK GUARANTEED

Insured - Free Estimates

PROPOSAL SUBMITTED TO:

VILLAGE OF CLARKSTON

PHONE

909-3380

DATE

5-5-2026

STREET

375 DEPOT RD

JOB NAME

WASHINGTON & MAIN STREET

CITY, STATE, ZIP CODE

CLARKSTON, MI

JOB LOCATION

ARCHITECT

JOHNATHAN SMITH

DATE OF PLANS

12-14

JOB PHONE

We hereby submit specifications and estimates for:

①

CLEANING & SEALING

= 2200.⁰⁰

②

1000' HOT CRACK FILL

= 1000.⁰⁰

③

HOT ASPHALT REPAIR OF POTHOLES

= 500.⁰⁰

④

RESTRIPING

= 500.⁰⁰TOTAL = 4200.⁰⁰

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____