



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 – June 23, 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:

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

7. City Manager's Report

8. Sheriff's Report for May/2025

9. Consent Agenda:

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

10. **Unfinished Business:**

- a. None

11. **New Business:**

- a. Resolution: Intergovernmental Agreement with Independence Township for Police Services
- b. Resolution: Intergovernmental Agreement with Independence Township for Fire Services
- c. Resolution: Intergovernmental Agreement with Independence Township for Building Services
- d. Motion: Planning Commission, Zoning Board of Appeals, and Historic District Commission Appointments or Renewals
- e. Proclamation: Thomas J. Ryan, retiring City Attorney
- f. Introduction: Gerald Fisher and Kristin Kolb, new City Attorney

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

June 23, 2025

Status of Grant Applications

Earlier this spring I applied for three Federal and State grants for possible funding of the renovation of our downtown sidewalks and driveway aprons as well as several pedestrian safety improvements. I was informed last week by Lisa McClain's office that we were not selected for this year's Community Project Funding grant but was encouraged to reapply next year. (I see that Independence Township also applied to McClain and were awarded \$4.5M for their Maybee Road Water Main Replacement Project.) No word yet on Elissa Slotkin's Congressionally Directed Spending Grant Application or Mike Harris's Michigan Legislative Funding Grant Application. Also, no word yet on the MDOT Category B Grant Application for the repaving of E. Church. However, we were successful, albeit on a smaller scale, on a \$1,000 Election Expense Grant application.

Fourth of July Parade

The Fourth of July Parade Committee is looking for Council members to walk in the parade, along with Township leaders. If interested, please contact Peg Roth or the City Office.

Replacement Depot Park Drinking Fountain

A new drinking fountain was ordered this week for Depot Park to replace the one damaged by a vehicle at the end of last fall's Art in the Village event. Because the vehicle driver did not have insurance, the Clarkston Historical Society offered to replace it at their expense. The City added a few funds to upgrade the new drinking fountain to include a dog drinking station.

Memorial Tree Replacements

Replacement trees for the four memorial trees cut down by beavers this spring were ordered this week and will be planted, at the City's expense, on Wednesday, July 9th.

Miller Road

Barricades and signage have been ordered and will be installed soon on Miller Road notifying drivers that it is now closed to through traffic.

Second Free Shredding Event June 26th

As a reminder, the City will be hosting its second free document shredding event of the year on Thursday, June 26th from 11:00 AM to 1:00 PM. City residents are welcome to bring up to four boxes of documents to the City Hall parking lot for free, on-site shredding by our document shredding partner Shred-It. No reservations required.

Respectfully submitted, **Jonathan Smith, City Manager, June 18, 2025**

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 May 27, 2025, Regular City Council Meeting

1. Call to Order:
 - The regular meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:00 P.M.
2. Pledge of Allegiance:
 - Mayor Wylie led the Pledge of Allegiance
3. Roll Call:
 - Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Al Avery, Gary Casey, Amanda Forte, Erica Jones, and Ted Quisenberry.
 - Others Present: Jonathan Smith, City Manager, Angie Guillen, Election Director, Evelyn Bihl, Deputy Clerk.
4. Approval of Agenda:
 - Motion by Rodgers, Support by Jones, to approve the agenda as presented.
All Aye. Nay - None.
MOTION CARRIED 7-0
5. Public Comments:
 - Chet Pardee addressed Council regarding concerns he has ongoing in the City.
6. FYI:
 - The History of the Pony Cycle: May 29th Program at the CID Library
 - NoHaz announcement
 - Clarkston Farm and Gardening Club
7. City Manager Report:
 - City Attorney Search Committee
8. Consent Agenda
 - Final Minutes of the April 28, 2025 Regular Meeting
 - Draft Minutes of the May 12, 2025 Regular Meeting

- Treasurer's Report May 27, 2025

Motion by Quisenberry, Support by Jones, to approve the Consent Agenda as presented. All Aye. MOTION CARRIED 7-0

9. **Unfinished Business:**

- a. Discussion: Traffic Congestion in the City due to I-75 Construction Detours
City Manager Smith discussed in depth the challenges in the City due to construction on I-75. Motion by Wylie, Support by Jones, to amend the agenda to add 9b. to the agenda under Unfinished Business. MOTION CARRIED. 7-0
- b. Resolved by Wylie, Support by Jones, to request the Oakland County Road Commission install a temporary 4-way stop at W. Washington and Holcomb. RESOLUTION CARRIED. 7-0

10. **New Business:**

- a. Resolution: Oakland County Assessing Agreement
Resolved by Avery, Support by Jones, that the City of the Village of Clarkston hereby authorizes the City Manager to provisionally sign and execute the attached new three-year agreement. VOTE: Forte, Casey, Avery, Wylie, Rodgers, Quisenberry, and Jones – Aye - 6. Nay - 1. RESOLUTION CARRIED. 6-1
- b. Resolution: MDOT Category B Grant Application
Resolved by Rodgers, Support by Jones, that the City authorizes City Manager Jonathan Smith to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding. All Aye.
Nay None. RESOLUTION CARRIED. 7-0
- c. Motion: Historic District Commission Appointment
Motion by Wylie, Support by Forte, to appoint resident Kim Trumbore to fill the open HDC position effective immediately and ending June 30, 2025 (the balance of Annette's term).

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

Mayor Wylie opened the Public Hearing at 8:26pm. City Manager Smith presented the Draft 2025/2026 Fiscal Year Budget Proposal. Public Comments Chet Pardee spoke. Mayor Wylie indicated the need to take a 5-minute recess at 9:27pm. The Public Hearing was reconvened at 9:36pm. Mayor Wylie closed the Public Hearing at 9:55pm

12. Motion: Adjourn Meeting at 9:55 P.M.

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

Respectfully Submitted by Angie Guillen, Election Director.



City of the Village of Clarkston
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Draft Minutes of the June 9, 2025, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

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

4. Approval of Agenda:

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

5. Public Comments:

- Chet Pardee addressed Council regarding concerns he has with the City Budget.

6. FYI:

- Clarkston Buskfest
- Concert in the Park Series

7. City Manager Report:

- New Four-Way Stop at Holcomb Road and W. Washington
- Road Striping
- Beaver Update

8. Consent Agenda

- Final Minutes of May 12, 2025, Regular Meeting
- Draft Minutes of May 27, 2025, Regular Meeting
- Treasurer's Report June 9, 2025

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

9. **Unfinished Business:**

a. None

10. **New Business:**

a. Resolution: City Social District Update

Resolved by Forte, Support by Quisenberry, that the City of the Village of Clarkston hereby approves the addition of Rudy's Prime Steakhouse to the list of approved Social District establishments and the updated Social District map. VOTE: Avery, Forte, Jones, Quisenberry, Rodgers, and Wylie - All Aye. Nay – None. RESOLUTION CARRIED, 6-0.

b. Resolution: City Attorney Replacement

Resolved by Jones, Support by Avery, that the City of the Village of Clarkston hereby accepts the recommendation of the City Attorney Search Committee to hire the partnership of Gerald Fisher and Kristin Kolb as the new City Attorney effective July 1, 2025. And be it further Resolved that the City of the Village of Clarkston sincerely thanks Tom Ryan for his years of dedicated service to the City and wishes him well in his retirement. VOTE: Wylie, Rodgers, Quisenberry, Jones, Forte, and Avery – All Aye. Nay – None. RESOLUTION CARRIED, 6-0.

c. Resolution: Miller Road Closing at Holcomb during I-75 Construction

Resolved by Jones, Support by Forte, that the City of the Village of Clarkston hereby provisionally authorizes the City Manager to fully close Miller Road at Holcomb if the Independence Township Board votes to close Blue Grass at Holcomb. VOTE: Jones, Quisenberry, Forte, Avery, Wylie, and Rodgers – All Aye. Nay – None. RESOLUTION CARRIED, 6-0.

d. Resolution: 2025-2026 Fiscal Year Budget

Resolved by Quisenberry, Support by Jones, that the City of the Village of Clarkston hereby approves the 25-26 FY Budget Proposal, including the General Appropriations Act and 5-year Capital Improvement Plan, and authorizes the City Manager and Treasurer to implement the budget effective July 1, 2025. VOTE: Jones, Forte, Wylie, Quisenberry, Rodgers and Avery – All Aye. Nay – None. RESOLUTION CARRIED, 6-0.

e. Resolution: 2025-2026 Fiscal Year Millage Rate

Resolved by Forte, Support by Jones, that the City Council authorizes City Treasurer Gregory Cote' to prepare the Summer 2025 tax bills based on a millage rate of 5.7462 and the Winter 2025 tax bill based on a milage rate of 5.7461. VOTE: Forte, Avery, Jones, Quisenberry, Wylie and Rodgers – All Aye. Nay None. Absent Casey. RESOLUTION CARRIED, 6-0.

12. Motion: Adjourn Meeting at 8:16 P.M.

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

Respectfully Submitted by Angie Guillen, Election Director.

Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 05/31/2025 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 05/31/2025 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 05/31/2025 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 05/31/2025 Capital Projects Fund 401

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

Carlisle Wortman -

Monthly Retainer (May 2025)

\$ -

Code Enforcement (May 2025)

\$ -

2025 Planning Consultation

\$ -

2025 General Consultation

\$ -

Sub Total

\$ -

HRC -

MS4 Permit Assistance

\$ -

Professional

\$ -

Sub Total

\$ -

Tom Ryan-

Court/Prosecution May 2025

\$ 95.00

Professional Services May 2025

\$ 1,900.00

\$ 1,995.00**Sub total Invoices for review**

\$ 1,995.00

VII. Other Checks for Review

\$ -

\$ -

\$ -

\$ -

Total Other Checks for Review

\$ -**Grand Total**

\$ 1,995.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	646,636.00	646,636.00	652,499.10	(5,863.10)	100.91
101-000-445.000	INTEREST & PENALTY REVENUES	388.00	388.00	814.41	(426.41)	209.90
101-000-477.000	CABLE TV REVENUES	14,766.00	14,766.00	8,807.27	5,958.73	59.65
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	4,126.00	4,126.00	2,238.30	1,887.70	54.25
101-000-492.000	PERMIT FEES	24,699.00	24,699.00	23,278.00	1,421.00	94.25
101-000-503.000	P- GRANTS	0.00	0.00	66,277.54	(66,277.54)	100.00
101-000-522.000	COMM DEV BLOCK GRANT - CDBG	7,000.00	7,000.00	7,000.00	0.00	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	4,275.00	4,275.00	559.42	3,715.58	13.09
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	1,009.00	1,009.00	1,016.53	(7.53)	100.75
101-000-574.001	STATE REVENUE SHARING/SALES TAX	109,113.00	109,113.00	72,039.00	37,074.00	66.02
101-000-574.002	STATE LIQUOR CONTROL COMM	3,507.00	3,507.00	0.00	3,507.00	0.00
101-000-656.000	DISTRICT COURT REVENUE	3,676.00	3,676.00	3,052.50	623.50	83.04
101-000-665.000	INTEREST EARNED	1,782.00	1,782.00	4,297.61	(2,515.61)	241.17
101-000-666.000	DIVIDENDS AND REBATES	1,400.00	1,400.00	1,398.00	2.00	99.86
101-000-667.000	GAZEBO RENTALS	4,500.00	4,500.00	4,475.00	25.00	99.44
101-000-667.001	EQUIPMENT RENTAL	26,000.00	26,000.00	25,042.47	957.53	96.32
101-000-670.000	MISCELLANEOUS INCOME	1,500.00	1,500.00	96,795.00	(95,295.00)	6,453.00
101-000-670.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	3,000.00	(500.00)	120.00
Total Dept 000 - GENERAL		856,877.00	856,877.00	972,590.15	(115,713.15)	113.50
Dept 248 - HOLIDAY MARKET						
101-248-674.000	CONTRIBUTIONS	0.00	0.00	2,286.00	(2,286.00)	100.00
Total Dept 248 - HOLIDAY MARKET		0.00	0.00	2,286.00	(2,286.00)	100.00
TOTAL REVENUES		856,877.00	856,877.00	974,876.15	(117,999.15)	113.77
Expenditures						
Dept 101 - COUNCIL/MAYOR						
101-101-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	1,000.00	949.00	0.00	949.00	0.00
101-101-958.000	DUES & CONFERENCES	3,500.00	3,500.00	3,056.00	444.00	87.31
Total Dept 101 - COUNCIL/MAYOR		12,250.00	12,199.00	3,056.00	9,143.00	25.05
Dept 172 - ADMINISTRATION						
101-172-701.002	WAGES - ADMIN ASSISTANT	12,395.00	12,395.00	17,372.99	(4,977.99)	140.16
101-172-703.003	SALARY - CITY MANAGER	44,990.00	44,990.00	41,529.60	3,460.40	92.31
101-172-714.000	MERS - EMPLOYEE MATCH	5,521.00	5,521.00	2,906.09	2,614.91	52.64
101-172-715.000	CITY FICA EXPENSE	4,390.00	4,390.00	4,506.06	(116.06)	102.64
101-172-719.000	CITY SUTA MESC EXPENSE	100.00	100.00	10.26	89.74	10.26
101-172-722.000	WORKMAN'S COMPENSATION	2,194.00	2,194.00	2,908.00	(714.00)	132.54
101-172-726.000	SUPPLIES	5,180.00	5,180.00	5,270.46	(90.46)	101.75
101-172-727.001	POSTAGE	325.00	325.00	390.09	(65.09)	120.03
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,919.00	4,919.00	5,571.37	(652.37)	113.26
101-172-850.000	TELEPHONE EXPENSE	9,622.00	9,622.00	10,047.53	(425.53)	104.42
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	8,373.00	8,373.00	7,839.68	533.32	93.63
101-172-860.000	MILEAGE/CONFERENCE	1,300.00	1,300.00	1,398.48	(98.48)	107.58
101-172-941.000	RICOH COPIER LEASE	1,800.00	1,800.00	1,370.36	429.64	76.13
101-172-958.000	DUES & CONFERENCES	2,100.00	2,100.00	2,107.31	(7.31)	100.35

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL Expenditures						
Total Dept 172 - ADMINISTRATION		103,209.00	103,209.00	103,228.28	(19.28)	100.02
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	38,220.00	38,220.00	37,456.98	763.02	98.00
101-215-715.000	CITY FICA EXPENSE	2,924.00	2,924.00	291.99	2,632.01	9.99
101-215-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	2.23	22.77	8.92
101-215-726.000	SUPPLIES	100.00	100.00	0.00	100.00	0.00
101-215-901.000	PUBLICATIONS	5,500.00	5,500.00	4,161.72	1,338.28	75.67
101-215-958.000	DUES & CONFERENCES	1,100.00	1,100.00	90.00	1,010.00	8.18
Total Dept 215 - CLERK		47,869.00	47,869.00	42,002.92	5,866.08	87.75
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	12,500.00	12,500.00	12,500.00	0.00	100.00
Total Dept 223 - AUDIT		12,500.00	12,500.00	12,500.00	0.00	100.00
Dept 247 - BOARD OF REVIEW						
101-247-801.000	BOARD OF REVIEW PROFESSIONAL FEES	0.00	0.00	30.00	(30.00)	100.00
Total Dept 247 - BOARD OF REVIEW		0.00	0.00	30.00	(30.00)	100.00
Dept 248 - HOLIDAY MARKET						
101-248-726.000	SUPPLIES	2,500.00	2,500.00	3,249.53	(749.53)	129.98
Total Dept 248 - HOLIDAY MARKET		2,500.00	2,500.00	3,249.53	(749.53)	129.98
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	33,320.00	33,320.00	31,881.00	1,439.00	95.68
101-253-715.000	CITY FICA EXPENSE	2,549.00	2,549.00	2,438.91	110.09	95.68
101-253-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	6.65	18.35	26.60
101-253-726.000	SUPPLIES	1,200.00	1,200.00	700.51	499.49	58.38
101-253-853.000	COMPUTER SUPPORT	4,000.00	4,000.00	3,607.13	392.87	90.18
101-253-958.000	DUES & CONFERENCES	1,200.00	1,200.00	254.00	946.00	21.17
101-253-960.000	BANK FEES	400.00	400.00	282.05	117.95	70.51
Total Dept 253 - TREASURER		42,694.00	42,694.00	39,170.25	3,523.75	91.75
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,600.00	8,600.00	8,600.00	0.00	100.00
Total Dept 257 - ASSESSOR		8,600.00	8,600.00	8,600.00	0.00	100.00
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	2,056.00	2,056.00	3,425.42	(1,369.42)	166.61
101-262-727.001	POSTAGE	1,100.00	1,100.00	155.23	944.77	14.11
101-262-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	5,000.00	11,751.00	14,657.80	(2,906.80)	124.74
101-262-901.000	PUBLICATIONS	350.00	350.00	381.00	(31.00)	108.86

PERIOD ENDING 05/31/2025

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-336-802.001	FIRE PROTECTION - IND TWP	186,202.00	186,202.00	139,616.69	46,585.31	74.98
Total Dept 336 - FIRE		186,202.00	186,202.00	139,616.69	46,585.31	74.98
Dept 371 - BUILDING INSPECTION						
101-371-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	10,000.00	10,000.00	10,280.00	(280.00)	102.80
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	20,255.00	20,255.00	16,387.30	3,867.70	80.90
Total Dept 371 - BUILDING INSPECTION		30,255.00	30,255.00	26,667.30	3,587.70	88.14
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	4,000.00	4,000.00	5,651.92	(1,651.92)	141.30
101-441-709.001	WAGES - DPW TASTE OF CLARKSTON	1,400.00	1,400.00	1,353.90	46.10	96.71
101-441-709.002	WAGES - DPW ANGEL'S RUN	0.00	0.00	121.64	(121.64)	100.00
101-441-709.006	WAGES - DPW CONCERTS IN PARK	1,000.00	1,000.00	1,440.54	(440.54)	144.05
101-441-709.007	WAGES - DPW ART IN THE VILLAGE	750.00	750.00	795.01	(45.01)	106.00
101-441-709.008	WAGES - DPW PARADES	718.00	718.00	493.70	224.30	68.76
101-441-712.000	HEALTH INSURANCE	6,182.00	6,182.00	5,670.27	511.73	91.72
101-441-713.000	PHYSICAL EXPENSES	1,000.00	1,000.00	866.76	133.24	86.68
101-441-715.000	CITY FICA EXPENSE	602.00	602.00	754.08	(152.08)	125.26
101-441-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.77	24.23	3.08
101-441-726.000	DPW SUPPLIES	3,000.00	3,000.00	3,163.26	(163.26)	105.44
101-441-850.000	TELEPHONE EXPENSE - DPW	945.00	945.00	825.00	120.00	87.30
101-441-932.001	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	188.97	811.03	18.90
101-441-940.004	NEW LEASE SPACE	18,637.00	18,637.00	19,393.88	(756.88)	104.06
Total Dept 441 - DPW		39,259.00	39,259.00	40,719.70	(1,460.70)	103.72
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	2,000.00	2,000.00	1,887.86	112.14	94.39
101-446-704.002	WAGES - DPW MAINTENANCE-DUMP TRUCK	2,356.00	2,356.00	943.40	1,412.60	40.04
101-446-704.003	WAGES - DPW MAINTENANCE-LOADER	400.00	400.00	71.02	328.98	17.76
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	750.00	750.00	196.10	553.90	26.15
101-446-704.005	WAGES - DPW MAINTENANCE-SWEEPER	150.00	150.00	0.00	150.00	0.00
101-446-704.007	WAGES - DPW MAINTENANCE-LIFT	110.00	110.00	0.00	110.00	0.00
101-446-715.000	CITY FICA EXPENSE	441.00	441.00	236.95	204.05	53.73
101-446-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	1.20	23.80	4.80
101-446-726.000	DPW EQUIPMENT	4,500.00	4,500.00	3,793.15	706.85	84.29
101-446-817.001	TREE TRIMMING & MAINTENANCE	3,500.00	3,500.00	310.00	3,190.00	8.86
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	400.00	0.00	400.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	1,959.66	540.34	78.39
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	1,000.00	1,000.00	842.19	157.81	84.22
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	350.00	350.00	0.00	350.00	0.00
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	400.00	400.00	59.47	340.53	14.87
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	168.66	1,231.34	12.05
101-446-862.000	FUEL & OIL FOR EQUIPMENT	6,000.00	6,000.00	2,674.08	3,325.92	44.57
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		26,282.00	26,282.00	13,143.74	13,138.26	50.01
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	17,500.00	17,500.00	17,706.57	(206.57)	101.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 448 - STREET LIGHTING		17,500.00	17,500.00	17,706.57	(206.57)	101.18
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	875.00	926.00	926.00	0.00	100.00
Total Dept 569 - WATERSHED COUNCIL		875.00	926.00	926.00	0.00	100.00
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	9,000.00	9,000.00	7,236.28	1,763.72	80.40
101-701-811.000	PLANNER FEES	8,000.00	8,000.00	855.00	7,145.00	10.69
101-701-958.000	PLANNING COMMISSION	2,000.00	2,000.00	129.45	1,870.55	6.47
101-701-959.000	MAIN STREET CLARKSTON	1,000.00	1,000.00	250.00	750.00	25.00
Total Dept 701 - PLANNING		20,000.00	20,000.00	8,470.73	11,529.27	42.35
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	2,000.00	2,000.00	300.00	1,700.00	15.00
Total Dept 723 - HISTORIC DISTRICT		2,000.00	2,000.00	300.00	1,700.00	15.00
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	2,814.00	2,814.00	2,243.25	570.75	79.72
Total Dept 906 - DEBT SERVICE		2,814.00	2,814.00	2,243.25	570.75	79.72
Dept 970 - CAPITAL OUTLAY						
101-970-973.000	MILL POND DAM PROJECT	0.00	0.00	73,761.50	(73,761.50)	100.00
Total Dept 970 - CAPITAL OUTLAY		0.00	0.00	73,761.50	(73,761.50)	100.00
TOTAL EXPENDITURES		853,296.00	860,047.00	771,996.78	88,050.22	89.76
Fund 101 - GENERAL:						
TOTAL REVENUES		856,877.00	856,877.00	974,876.15	(117,999.15)	113.77
TOTAL EXPENDITURES		853,296.00	860,047.00	771,996.78	88,050.22	89.76
NET OF REVENUES & EXPENDITURES		3,581.00	(3,170.00)	202,879.37	(206,049.37)	6,399.98

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	87,425.00	87,425.00	68,567.55	18,857.45	78.43
Total Dept 000 - GENERAL		87,425.00	87,425.00	68,567.55	18,857.45	78.43
TOTAL REVENUES		87,425.00	87,425.00	68,567.55	18,857.45	78.43
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	12,507.00	12,507.00	17,598.55	(5,091.55)	140.71
202-451-703.008	SALARY - NON-WINTER O/T MAINT	2,000.00	2,000.00	968.62	1,031.38	48.43
202-451-715.000	CITY FICA EXPENSE	1,224.00	1,224.00	1,420.36	(196.36)	116.04
202-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,840.00	1,840.00	2,279.35	(439.35)	123.88
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	5,000.00	5,000.00	221.67	4,778.33	4.43
Total Dept 451 - NON-WINTER		22,996.00	22,996.00	22,488.55	507.45	97.79
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
202-452-945.000	EQUIPMENT RENTAL	7,000.00	7,000.00	5,876.08	1,123.92	83.94
202-452-966.000	STATE TRUNKLINE OVERHEAD	250.00	250.00	0.00	250.00	0.00
Total Dept 452 - TRAFFIC		9,250.00	9,250.00	5,876.08	3,373.92	63.53
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	14,149.00	14,149.00	9,605.97	4,543.03	67.89
202-453-703.009	SALARY - WINTER MAINT O/T	5,000.00	5,000.00	4,828.54	171.46	96.57
202-453-715.000	CITY FICA EXPENSE	1,465.00	1,465.00	1,104.28	360.72	75.38
202-453-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	6.01	43.99	12.02
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	9.74	590.26	1.62
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	800.00	800.00	1,324.85	(524.85)	165.61
202-453-778.001	SALT - WINTER MAINTENANCE	5,500.00	5,500.00	6,403.71	(903.71)	116.43
202-453-945.001	EQUIPMENT RENTAL - WINTER	7,500.00	7,500.00	9,146.62	(1,646.62)	121.95
Total Dept 453 - WINTER		35,264.00	35,264.00	32,429.72	2,834.28	91.96
Dept 701 - PLANNING						
202-701-810.001	ENGINEERING SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 701 - PLANNING		2,000.00	2,000.00	0.00	2,000.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-995.203	TRANSFER OUT TO LOCAL STREETS	7,713.00	7,713.00	0.00	7,713.00	0.00
Total Dept 999 - TRANSFERS OUT		7,713.00	7,713.00	0.00	7,713.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET Expenditures						
TOTAL EXPENDITURES		77,223.00	77,223.00	60,794.35	16,428.65	78.73
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		87,425.00	87,425.00	68,567.55	18,857.45	78.43
TOTAL EXPENDITURES		77,223.00	77,223.00	60,794.35	16,428.65	78.73
NET OF REVENUES & EXPENDITURES		10,202.00	10,202.00	7,773.20	2,428.80	76.19

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	30,717.00	30,717.00	23,849.57	6,867.43	77.64
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	7,713.00	7,713.00	0.00	7,713.00	0.00
203-000-699.390	TRANSFER IN FROM FUND BALANCE	100,000.00	100,000.00	0.00	100,000.00	0.00
Total Dept 000 - GENERAL		138,430.00	138,430.00	23,849.57	114,580.43	17.23
TOTAL REVENUES		138,430.00	138,430.00	23,849.57	114,580.43	17.23
Expenditures						
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
203-449-971.000	STREET CONSTRUCTION	100,000.00	100,000.00	22,670.00	77,330.00	22.67
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		100,000.00	100,000.00	22,670.00	77,330.00	22.67
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	5,500.00	5,500.00	6,509.03	(1,009.03)	118.35
203-451-703.008	SALARY - NON-WINTER O/T MAINT	500.00	500.00	358.25	141.75	71.65
203-451-715.000	CITY FICA EXPENSE	459.00	459.00	525.38	(66.38)	114.46
203-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	811.34	(11.34)	101.42
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	225.78	174.22	56.45
203-451-776.001	LOCAL CRACK FILL	5,000.00	5,000.00	77.88	4,922.12	1.56
Total Dept 451 - NON-WINTER		12,684.00	12,684.00	8,507.66	4,176.34	67.07
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	4,409.84	590.16	88.20
203-452-966.000	STATE TRUNKLINE OVERHEAD	100.00	100.00	0.00	100.00	0.00
Total Dept 452 - TRAFFIC		5,100.00	5,100.00	4,409.84	690.16	86.47
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	5,100.00	5,100.00	3,552.87	1,547.13	69.66
203-453-703.009	SALARY - WINTER MAINT O/T	2,500.00	2,500.00	1,785.88	714.12	71.44
203-453-715.000	CITY FICA EXPENSE	582.00	582.00	408.42	173.58	70.18
203-453-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	2.20	22.80	8.80
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	400.00	400.00	3.42	396.58	0.86
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	465.47	284.53	62.06
203-453-778.001	SALT - WINTER MAINTENANCE	2,500.00	2,500.00	2,368.48	131.52	94.74
203-453-945.001	EQUIPMENT RENTAL - WINTER	6,500.00	6,500.00	5,837.95	662.05	89.81
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		18,557.00	18,557.00	14,424.69	4,132.31	77.73
Dept 701 - PLANNING						
203-701-810.001	ENGINEERING SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 701 - PLANNING		2,000.00	2,000.00	0.00	2,000.00	0.00

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET Expenditures						
TOTAL EXPENDITURES		138,341.00	138,341.00	50,012.19	88,328.81	36.15
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		138,430.00	138,430.00	23,849.57	114,580.43	17.23
TOTAL EXPENDITURES		138,341.00	138,341.00	50,012.19	88,328.81	36.15
NET OF REVENUES & EXPENDITURES		89.00	89.00	(26,162.62)	26,251.62	29,396.2

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 05/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	126,500.00	126,500.00	0.00	126,500.00	0.00
Total Dept 000 - GENERAL		126,500.00	126,500.00	0.00	126,500.00	0.00
TOTAL REVENUES		126,500.00	126,500.00	0.00	126,500.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-728.000-FY17FRIEND	FRIENDS OF DEPOT PARK	5,500.00	5,500.00	7,027.60	(1,527.60)	127.77
Total Dept 265 - BUILDING AND GROUNDS		5,500.00	5,500.00	7,027.60	(1,527.60)	127.77
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	5,000.00	5,000.00	0.00	5,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	1,000.00	1,129.92	(129.92)	112.99
401-446-930.007	SAFETY CROSSWALK PAINT/TAPE	4,500.00	4,500.00	0.00	4,500.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		10,500.00	10,500.00	1,129.92	9,370.08	10.76
Dept 901 - CAPITAL OUTLAY						
401-901-726.000	OFFICE FURNITURE	1,000.00	1,000.00	0.00	1,000.00	0.00
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	62,000.00	62,000.00	16,661.16	45,338.84	26.87
401-901-930.005	SIDEWALK REPAIR	40,000.00	40,000.00	40,000.00	0.00	100.00
401-901-930.014	SECURITY SYSTEMS AND CAMERA	5,000.00	5,000.00	0.00	5,000.00	0.00
401-901-930.015	ELECTRONIC SPEED CONTROL & MAINT.	2,500.00	2,500.00	0.00	2,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		110,500.00	110,500.00	56,661.16	53,838.84	51.28
TOTAL EXPENDITURES		126,500.00	126,500.00	64,818.68	61,681.32	51.24
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		126,500.00	126,500.00	0.00	126,500.00	0.00
TOTAL EXPENDITURES		126,500.00	126,500.00	64,818.68	61,681.32	51.24
NET OF REVENUES & EXPENDITURES		0.00	0.00	(64,818.68)	64,818.68	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		1,209,232.00	1,209,232.00	1,067,293.27	141,938.73	88.26
TOTAL EXPENDITURES - ALL FUNDS		1,195,360.00	1,202,111.00	947,622.00	254,489.00	78.83
NET OF REVENUES & EXPENDITURES		13,872.00	7,121.00	119,671.27	(112,550.27)	1,680.54

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

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

June 2, 2025

In Reference To: Clarkston Court/Prosecution
Invoice #11148

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/30/2025 Review correspondence from City Manager re: zoning ordinance citations issued; Correspondence to City Manager re: documentation for zoning ordinance violations issued	1.00 95.00/hr	95.00
For professional services rendered	1.00	\$95.00
Previous balance		\$237.50
Accounts receivable transactions		
5/7/2025 Payment - Thank You No. 11926		(\$237.50)
Total payments and adjustments		(\$237.50)
Balance due		\$95.00

101-266-803-000

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

June 9, 2025

Invoice #11149

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>	
5/1/2025 Review letter from Bureau of Elections re: Secretary of State's conclusion of investigation and dismissing complaint filed by Mr. Bisio against the city for alleged campaign finance violation (Bisio v Clarkston Case No. 24-267); Email to City Manager, Mayor Wylie and City Council re: forwarded Bureau of Elections Letter	1.50 95.00/hr	142.50	✓
5/2/2025 Phone call from Judge Matthew's staff attorney re: any action taken since briefing schedule; advised received letter from Bureau of Elections; Review email from Judge Matthew's staff attorney re: phone call and upcoming oral argument re: Bisio v City 24-211358-AA; Review email from Mr. Bisio re: response to Judge Matthew's staff attorney	1.50 95.00/hr	142.50	✓
5/7/2025 Review Opinion by Judge Matthews re: Bisio vs. Clarkston) Email to City Manager Opinion to forward to City Council	1.00 95.00/hr	95.00	✓
5/9/2025 Review correspondence from Court of Appeals re: Appellant's filing with Court of Appeals	0.50 95.00/hr	47.50	✓
5/11/2025 Review Court of Appeals Notice Regarding Service of Record on Appeal, Docketing Statement; Claim of Appeal re: Bisio v Clarkston (appeal of Judge Matthew's dismissal re: Bureau of Elections appeal Case No. 267)	1.00 95.00/hr	95.00	✓
5/12/2025 Review Letter and Claim of Appeal from Mr. Bisio re: Bisio v Clarkston & HDC appealing dismissal of Bureau of Elections No 24.268	1.00 95.00/hr	95.00	✓
5/13/2025 Review correspondence from Court of Appeals re: docket number for Bisio v Clarkston	0.50 95.00/hr	47.50	✓
5/14/2025 Phone call from/to City Manager re: miscellaneous city matters	0.50 95.00/hr	47.50	✓

	<u>Hrs/Rate</u>	<u>Amount</u>	
5/19/2025 Review correspondence from City Manager and Oakland County Assessing Contract; Preparation of Memo to City Manager re: Oakland County Assessing Contract	1.00 95.00/hr	95.00	✓
5/20/2025 Review correspondence from Elections Director re: Mrs. Bisio FOIA request; Phone call to City Manager re: FOIA request	1.00 95.00/hr	95.00	✓
Review correspondence from City Manager re: MDOT Cat B application; Review Professional Services Agreement; proposed Resolution and opinion of costs re: Church Street	1.50 95.00/hr	142.50	✓
5/27/2025 Correspondence to City Manager re: MDOT Cat B Application	0.50 95.00/hr	47.50	✓
Correspondence to City Manager re: Circuit Court appeal of filing by Mr. Bisio regarding dismissal of Bureau of Elections No. 24-267 and Court of Appeals filing re: Bisio v Clarkston	0.50 95.00/hr	47.50	✓
Review Council Meeting packet	0.50 95.00/hr	47.50	✓
Preparation of Appearance in Court of Appeals (Bisio v Clarkston)	0.50 95.00/hr	47.50	✓
Attend City Council meeting	4.00 95.00/hr	380.00	✓
Preparation and filing of Appearance on behalf of Defendants-Appellees re: Bisio v Clarkston & HDC	0.50 95.00/hr	47.50	✓
5/28/2025 Review miscellaneous correspondence from the City	0.50 95.00/hr	47.50	✓
5/29/2025 Review correspondence from City re: HDC Ordinance 101	0.50 95.00/hr	47.50	✓
Review correspondence from Mr. Kelly re: Independence and Clarkston contracts for services; Phone call with Mr. Kelly re: contracts for services	1.00 95.00/hr	95.00	✓
5/30/2025 Correspondence to City Manager re: contracts for services with Independence Township	0.50 95.00/hr	47.50	✓
For professional services rendered	20.00	\$1,900.00	
Previous balance		\$902.50	
Accounts receivable transactions			
5/7/2025 Payment - Thank You No. 11926		(\$902.50)	
Total payments and adjustments		(\$902.50)	

101-266-803-000

Jonathan Smith

Page 3

Balance due

<u>Amount</u>
<u>\$1,900.00</u>

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Intergovernmental Agreement for Police Services

WHEREAS, the City of the Village of Clarkston has successfully contracted through Independence Township for Police Services from the Oakland County Sheriff's Office for many years, and;

WHEREAS, a new agreement for the years 2025 through 2027 (attached) has been reviewed by the City Attorney, and;

WHEREAS, the new agreement commits the City to pay 2.7% of Independence Township's total cost for Police Services as well as a \$300/month Administration Fee, both of which have been assumed in the City's approved 2025/2026 Fiscal Year Budget, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes either Mayor Sue Wylie or City Manager Jonathan Smith to sign and execute the new Police Services agreement with Independence Township. 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

Jonathan Smith, City Manager

June 23, 2025

Date

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

INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, is made this __ day of _____, 2025, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 ("Independence") and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 ("Clarkston").

RECITATIONS:

Clarkston is situated wholly within Independence, and Clarkston is desirous of providing law enforcement services, for persons and property located in the City, and has determined it would be economically beneficial to contract for law enforcement services from Independence rather than obtaining its own, separate law enforcement department.

Independence currently contracts with Oakland County and the Oakland County Sheriff for the provision of law enforcement services within Independence under that certain "Oakland County Sheriff's Office 2025-2027 Law Enforcement Services Agreement with the Charter Township of Independence, as amended" ("County Contract"), a copy of which has been attached hereto.

The Oakland County Sheriff has granted a waiver, in writing, as required under Sec. 35 of the County Contract from the prohibition on Assignment/Delegating/subcontracting set forth in Paragraph 10 of the County Contract, which waiver is for the purpose of allowing Independence to subcontract with Clarkston for purposes of utilizing and allowing Sheriff's Deputies, who are otherwise designated for patrol solely in Independence Township, to patrol and provide law enforcement services in Clarkston.

Independence is willing and able to provide, and Clarkston desires to subcontract for, law enforcement services for Clarkston through the County Contract as provided for in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Besides the terms "Independence" and "Clarkston," which are defined above and are referred to herein as the "parties," the parties agree that for all purposes, as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein.

a. The term "County Contract" shall mean and include that certain "Oakland County Sheriff's Office 2025-2027 Law Enforcement Services Agreement with the Charter Township of Independence," a copy of which has been attached hereto and incorporated herein by this reference, as well as any future amendments thereto and any and all future renewals or new contracts between the OCSO and Independence for the provision of law enforcement services in Independence.

b. The term "law enforcement services" shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and Clarkston ordinances, including the writing of tickets for motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of Sheriff's Deputies, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law, as limited by and to the extent of the Number(s) and Rank(s) of Sheriff's Deputies contracted for or by Independence under the County Contract. The law enforcement services contemplated and to be provided under this Agreement are strictly limited to those governmental law enforcement services authorized by law and by the County Contract to be performed by the OCSO. Such services are non-exclusive to the extent that the Sheriff's Deputies performing services under this Agreement shall simultaneously continue to provide such services to Independence pursuant to the County Contract.

c. The terms "Oakland County Sheriff's Office," "OCSO," "Sheriff," "Sheriff's Deputy," "County," and "County Official," shall carry the same definition, meaning and interpretation as set forth in the County Contract, attached hereto, and which definitions are incorporated herein and made a part hereof by this reference.

d. The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

2. Commencing on [REDACTED], 2025, and for the term of this Agreement, Independence shall, by and through those Sheriff's Deputies assigned to Independence under a County Contract, furnish law enforcement services to Clarkston, to the best of its ability, subject to and in accordance with the terms and provisions of this Agreement and the terms and provisions of the County Contract applicable at the time of providing such services.

a. Clarkston shall be responsible for paying 2.7% of the total cost of Law Enforcement services, based on the Township's cost allocation methodology proportional to call volume and population share on an annual basis in the amount set forth under the Law Enforcement Services Contract between Independence Township and OCSO, including ant and all increases or other charges levied and submitted to Independence Township by Oakland County and/or OCSO. This amount shall be charged in equal monthly installments, with Independence invoicing Clarkston on a monthly basis. Payment by Clarkston is due within thirty (30) days from the invoice date. In the event Clarkston fails to make payment within the specified 30-day period, Independence may assess interest at the rate of 1% per month (12% annually) on the outstanding balance until payment is received.

b. Any payment made by Clarkston exceeding the correct amount shall be deemed non-refundable, unless such overpayment was due to error or misrepresentation in invoicing by Independence. In the event an overpayment is due to an error or misrepresentation in invoicing by Independence, Clarkston must notify Independence in writing of the error within sixty (60) days of the date of the Invoice. Upon notice of the error, Independence shall reimburse Clarkston within thirty (30) days of the date of written notice. In the event Clarkston fails to timely provide written notice of an error or in the event the error in payment is attributable to Clarkston, the overpayment shall be retained by Independence. In that regard, Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments.

c. In addition to the proportionate share of law enforcement costs, Clarkston shall pay a monthly administrative fee to Independence of \$300.00 per month to cover administrative overhead, contract coordination, and related costs.

3. Under the terms of this Agreement, those Sheriff's Deputies assigned to Independence pursuant to the County Contract shall provide law enforcement services in both Independence and Clarkston. It is understood and acknowledged that no Sheriff's Deputies will be added to the Independence substation for purposes of this Agreement, but, instead, the existing numbers and ranks of Sheriff's Deputies shall simply expand the scope of their patrols and duties to include providing law enforcement services to Clarkston. It is further acknowledged and understood, that the Sheriff retains the right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate law enforcement efforts to meet particular law enforcement priorities and needs, and the Sheriff shall assign shifts to Sheriff's Deputies contracted. for under County Contract so as to provide the broadest possible coverage of law enforcement services to Independence, which under this Agreement shall include such services to Clarkston.

4. Clarkston agrees that the Sheriff shall assign Sheriff's Deputies, in such number(s) and rank(s) as provided for in the County Contract, to perform any and all law enforcement services contemplated in this Agreement within the corporate limits of Clarkston and Independence. Law enforcement services, as defined above, shall not include police related "support services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the Oakland County Sheriff's Department now provides on a county-wide basis. Nevertheless, such additional "support services" shall continue to be made available, at no additional cost to Clarkston, to the same extent that

the OCSO continues to make such law enforcement "support services" available, at no additional charge, to all other communities within Oakland County.

a. Clarkston acknowledges that, except as provided for under the terms of this Agreement and the County Contract, the Sheriff has only limited responsibility for law enforcement services in Clarkston and is not otherwise required, except as provided herein, to assign any specific or additional number(s) or rank(s) of Sheriff's Deputies to provide law enforcement services to Clarkston.

b. Clarkston acknowledges and agrees it shall remain solely responsible for the enforcement of its local ordinances and any local law enforcement duties not covered under the terms of this Agreement.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guarantee, either express or implied, or of any kind or nature whatsoever, in favor of Clarkston and/or any other person. Nothing in this Agreement guarantees a reduction in crime, faster response times, or any minimum patrol coverage. All services are rendered on an "as available" basis pursuant to OCSO protocol. Independence's liability to Clarkston for any claim arising from this Agreement shall be strictly limited to the total amount of fees paid by Clarkston in the calendar year in which the claim arose.

d. Clarkston acknowledges that neither Independence nor the OCSO is required to increase the number of Sheriff's Deputies assigned to the Independence Substation for purposes of this Agreement.

e. Clarkston acknowledges that Deputies assigned to Independence shall respond to calls for service in Clarkston as assigned by OCSO and in accordance with OCSO standard prioritization protocols. In the event of simultaneous emergencies in both jurisdictions, services will be prioritized by OCSO within their sole discretion. Clarkston acknowledges that, in the event of simultaneous emergencies in Independence and Clarkston, Independence may take precedence over Clarkston which may affect coverage levels.

5. Except as otherwise expressly provided for in this Agreement, Independence and Clarkston agree that the sole and exclusive purpose of this Agreement is to provide law enforcement services in and for Clarkston to the extent and in the manner provided in this Agreement and as allowed under Independence Township's agreement with OCSO ("County Contract").

6. Clarkston agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to OCSO's law enforcement services in favor of or to the benefit of any particular person(s) beyond the OCSO's and/or any Sheriff's Deputy's law enforcement officer duty, as established under existing law, to the general public. Clarkston shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any law enforcement services, duties or obligations to any other public or private person, corporation, entity or organization of any kind.

7. The Sheriff's Deputies shall continue to operate out of the existing Independence substation. No separate substation shall be offered or provided by or in Clarkston. Independence shall be responsible for the provision of the substation facilities in accordance with the terms of the County Contract.

8. Copies of Clarkston's ordinances and any stationary, notices, forms, Clarkston ordinance appearance tickets, etc. which are required to bear the name of Clarkston, shall be supplied to the OCSO by Clarkston at Clarkston's sole cost and expense.

9. Except as expressly provided for in this Agreement, Clarkston agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to Independence, the County, the Sheriff, and/or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Clarkston under existing law. Clarkston further acknowledges that no specific staffing levels or patrol frequencies are guaranteed under this Agreement. In the event of staffing shortages, Independence deputies may be reassigned to higher-priority incidents within Independence, within the sole discretion of OSCO.

10. Any disputes arising from this Agreement shall first be addressed through good faith negotiations between the Township Supervisor and the City Manager. If the dispute cannot be resolved within 30 days, the parties agree to participate in non-binding mediation with a mutually agreed mediator. Should mediation fail, the matter shall be submitted to binding arbitration pursuant to the Michigan Uniform Arbitration Act unless the parties agree otherwise.

11. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any work or assignments, and no Sheriff's Deputy shall be otherwise employed or utilized, in any manner or capacity, by Clarkston.

12. In the event of any questions or concerns with respect to the law enforcement services provided to Clarkston, under this Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and *vice versa*. Clarkston shall not supervise, direct, evaluate, or assign duties to any Sheriff's Deputy. All personnel management, deployment, and operational decisions shall remain solely within the jurisdiction of the Oakland County Sheriff and the OCSO.

13. Clarkston agrees to promptly notify and/or provide the Sheriff with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Sheriff's Deputy. Clarkston also agrees that it shall promptly deliver to the Sheriff written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which Clarkston becomes aware of regarding any Sheriff's Deputy. Clarkston agrees to cooperate with the OCSO in any investigation conducted by the Sheriff into the character or fitness of any Sheriff's Deputy.

14. The term of this Agreement shall be from the date of commencement of law enforcement services as set forth in Paragraph 2, above, and shall remain in effect until the County Contract expires or terminates by its terms or otherwise. In the event the County Contract expires or terminates by its

terms and a renewal or new County Contract is entered into for the continuation of law enforcement services in Independence, this Agreement shall, unless otherwise terminated by either party, be automatically extended for the term of such renewal or new County Contract, and shall be subsequently extended in the same manner thereafter in the event of additional future renewals or new County Contracts for such services for the term of same. With each such automatic extension of this Agreement, Independence shall provide to Clarkston a copy of the renewal or new County Contract and the parties agree that the County Contract attached hereto at the time shall be replaced with the renewal or new County Contract that triggered the automatic extension, and such replacement County Contract shall be and is hereby automatically incorporated herein and made a part of this Agreement without further action by either of the parties. In the event the County determines this Agreement is unauthorized under the County Law Enforcement Services Agreement, Independence may immediately terminate without penalty. In the event the OCSO revokes, amends, or refuses to renew the waiver allowing subcontracting under the County Contract, this Agreement shall terminate immediately without penalty to Independence.

15. Either Independence or Clarkston may terminate this Agreement as follows: (a) in the event Independence's Police Millage will expire or has expired without a renewal of said millage approved by the voters prior to such expiration, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (b) in the event the OCSO or Sheriff ceases providing law enforcement services in Independence for any reason, concurrently with the date of such cessation of law enforcement services; (c) in the event of non-payment, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (d) without cause by Independence, upon at least six (6) months advanced written notice to Clarkston; (e) if the County determines this Agreement is not allowed under the County Contract; or (f) without cause by Clarkston, provided advanced written notice is delivered to Independence on or before March 1. Such termination shall not be effective earlier than the following January 1, allowing Independence adequate time for budgetary and staffing transitions. Upon termination this Agreement shall end, and the parties shall then be discharged of all liabilities under this Agreement, except those which have accrued prior to the termination date.

16. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of the County Contract. Clarkston has received and reviewed the current County Contract, a copy of which is attached hereto, and accepts and acknowledges that it shall undertake no act nor make any omission that would result in a violation, breach, termination, default, obfuscation, limitation or reduction of the terms, provisions and/or requirements of that County Contract or any future County Contract, as defined in this Agreement, and/or Independence's obligations and benefits under said County Contract, with the sole exception being the provision to Clarkston of law enforcement services by Sheriff's Deputies assigned to the Independence substation.

17. It is understood and agreed that the Sheriff and the County reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services. This Agreement does not, and is not intended to, diminish, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity or immunity of the parties hereto or any of the officers or employees the parties hereto. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either party.

18. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim.

19. To the fullest extent permitted by law, Clarkston agrees to indemnify, defend, and hold harmless Independence, its elected officials, officers, employees, and agents from and against all claims, damages, losses, liabilities, and expenses (including attorney fees) arising out of or related to law enforcement services provided under this Agreement, except to the extent caused by the gross negligence or intentional misconduct of Independence or its personnel.

20. Independence shall not be liable for any failure to prevent crime or enforce laws, nor shall they be responsible for any incidental, consequential, or punitive damages arising from the provision of law enforcement services provided by OCSO to Clarkston.

21. Independence shall not be held liable for any indirect, incidental, special, or consequential damages, including loss of revenue or profits, arising out of or related to this Agreement, even if Independence was advised of the possibility of such damages.

22. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, government orders, labor shortages, emergency declarations, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities.

23. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.

24. Absent any expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

25. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By: _____

By: _____

Date: _____

Date: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Intergovernmental Agreement for Fire Services

WHEREAS, the City of the Village of Clarkston has successfully contracted through Independence Township for Fire Services from the Independence Township Fire Department for many years, and;

WHEREAS, a new agreement effective July 1, 2025 (attached) has been reviewed by the City Attorney, and;

WHEREAS, the new agreement commits the City to pay Independence Township the same millage rate that the Township charges its own residents (based on the City's Taxable Value for real property), which has been assumed in the City's approved 2025/2026 Fiscal Year Budget, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes either Mayor Sue Wylie or City Manager Jonathan Smith to sign and execute the new Fire Services agreement with Independence Township. 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
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☐ Resolution is Adopted

☐ Resolution is Defeated

Jonathan Smith, City Manager

June 23, 2025

Date

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF INDEPENDENCE AND
CITY OF THE VILLAGE OF CLARKSTON
INTERGOVERNMENTAL FIREFIGHTING AND EMERGENCY SERVICES AGREEMENT**

THIS AGREEMENT, is made this ____ day of _____, 2025, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 ("Independence") and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 ("Clarkston").

RECITATIONS:

Clarkston is situated wholly within Independence, and Clarkston is desirous of providing fire, emergency, and fire prevention services for persons and property located in the City, but is unable to maintain an organized fire department.

Independence currently maintains an organized fire department.

Independence is willing and able to provide, and Clarkston desires to contract for, firefighting, emergency, and fire prevention services for Clarkston as provided for in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Commencing on [REDACTED], 2025, and for the term of this Agreement, Independence shall furnish firefighting, emergency, and fire prevention services to Clarkston, to the best of its ability, subject to acts of God and circumstances beyond its control, in accordance with the terms and provisions of this Agreement.

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

- a. Any payment made by Clarkston exceeding the correct amount, whether in error or otherwise, shall be deemed non-refundable and shall be retained by Independence. Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments.
- b. In addition to the proportionate share of firefighting and emergency costs, Clarkston shall pay a monthly administrative fee to Independence of \$0.00 per month for purposes of covering the administrative overhead.
3. Clarkston agrees that all buildings within Clarkston to be serviced by Independence under this Agreement must be identified with their assigned street address. Such address must be posted with numbers of sufficient size, color and contrast to the predominant background so as to be readily identifiable from the street or roadway.
4. Upon request, Independence shall provide to Clarkston a report of the activities of the Fire Department in Clarkston.
5. Clarkston hereby agrees to adopt Ordinances that mirror any and all cost recovery ordinances adopted by Independence pursuant to MCL 41.806a. In the event Independence undertakes activities which are subject to an Independence cost recovery ordinance, including, but not limited to, hazardous waste response, utility hazards, and fire inspection and fire marshal services, Independence shall be entitled to collect and retain one hundred percent (100%) of fees for services in accordance with Clarkston's cost recovery ordinances. In the event Clarkston fails to adopt appropriate cost recovery ordinances and Independence undertakes activities within Clarkston which would be subject to recovery pursuant to Independence ordinances, Clarkston shall be responsible for all costs and expenses incurred by Independence in excess of the cost of a normal fire or emergency run, and shall hold Independence harmless in such connection. To the full extent permitted by law, Clarkston shall be subrogated to the rights of Independence to charge such costs back to the property owner or other person responsible any response for which costs are recoverable under its cost recovery ordinances.
6. Neither this Agreement, nor the services to be rendered under this Agreement, shall in any event render Independence liable directly or indirectly for any loss or damage that may be claimed to arise through the ordinary negligence of the Fire Department or any of the officials, agents or employees of Independence performing services within the scope of duty of such department, officials, agents or employees under this Agreement, or for any act of any employee of the Fire Department in performing services within the scope of duty of such employee under this Agreement.
7. Each party shall maintain general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence and shall name each other as an additional insured party on its policy of public liability insurance in relation to risks relating to fire, emergency, and fire prevention services as contemplated under this Agreement.
8. Clarkston acknowledges and agrees that Independence shall abide by all local, state, and federal ordinances, statutes, and laws in providing services, including, but not limited to, the

international fire code.

9. Clarkston acknowledges that Independence shall respond to calls for service in Clarkston in accordance with standard prioritization protocols. In the event of simultaneous emergencies in both jurisdictions, services will be prioritized by the Independence within their sole discretion and in accordance with Department policy.

10. Clarkston agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to firefighting and emergency services in favor of or to the benefit of any particular person(s) beyond the Independence Township Fire Department's duty, as established under existing law, to the general public. Clarkston shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any firefighting or emergency services, duties or obligations to any other public or private person, corporation, entity or organization of any kind.

11. Except as expressly provided for in this Agreement, Clarkston agrees that this Agreement does not, and is not intended to, transfer, delegate, or assign to Independence or its agents and/or assigns any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Clarkston under existing law. Clarkson understands and agrees that Independence shall have the right to utilize mutual aid to respond to calls in Clarkston in accordance with Independence's mutual aid agreements with other municipalities. Clarkston is aware of, and agreed to be bound by, the terms of those mutual aid agreements as a third-party beneficiary to the same.

12. Any disputes arising from this Agreement shall first be addressed through good faith negotiations between the Township Supervisor and the City Manager. If the dispute cannot be resolved within 30 days, the parties shall submit the matter to binding arbitration in accordance with the Michigan Uniform Arbitration Act unless both parties agree otherwise in writing.

13. Except as expressly provided for under the terms of this Agreement, no Independence Township Fire Department employee while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any work or assignments, or shall be otherwise employed or utilized, in any manner or capacity, by Clarkston.

14. In the event of any questions or concerns with respect to the firefighting and emergency services provided to Clarkston, under this Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and *vice versa*. Clarkston shall not supervise, direct, or interfere in any manner with Fire Department personnel or their operational command structure.

15. Clarkston agrees to promptly notify and/or provide the Independence Township Fire Department with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Independence Township Fire Department employee. All incident reports, citizen complaints, or allegations of misconduct related to services provided under this Agreement must be forwarded in writing to the Independence Fire Chief or his or her designee within five (5) business days of the date in which Clarkston becomes aware of the same. Clarkston agrees to cooperate with

Independence in any investigation conducted by Independence into the character or fitness of any Independence Township Fire Department employee.

16. The term of this Agreement shall be from the date of commencement of firefighting and emergency services as set forth in Paragraph 1, above, and shall remain in effect for a period of three (3) years. Unless otherwise terminated by either party at least thirty (30) days prior to the expiration of the then existing term, this Agreement shall be automatically extended for subsequent three (3) year terms.

17. Either Independence or Clarkston may terminate this Agreement as follows: (a) in the event Independence's Fire Millage will expire or has expired without a renewal of said millage approved by the voters prior to such expiration, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (b) in the event of non-payment, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (c) without cause by either party upon at least one hundred-eighty 180 days advanced written notice to the other party. However, in no event shall termination take effect between October 1 and March 31 to ensure continuous fire protection during peak emergency season. In the event Clarkston seeks to terminate this Agreement between October 1 and March 31, termination shall be effective as of April 1 and Clarkston shall be responsible for payment in accordance with the terms of this Agreement through that date. Upon termination this Agreement shall end, and the parties shall then be discharged of all liabilities under this Agreement, except those which have accrued prior to the termination date.

18. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim, except as provided herein.

19. To the fullest extent permitted by law, Clarkston agrees to indemnify, defend, and hold harmless Independence, its elected officials, officers, employees, and agents from and against all claims, damages, losses, liabilities, and expenses (including attorney fees) arising out of or related to firefighting and emergency services provided under this Agreement, except to the extent caused by the gross negligence or intentional misconduct of Independence or its personnel. This indemnity shall apply to all third-party claims arising from fire or EMS incidents, except where caused by the gross negligence or intentional misconduct of Independence or its personnel.

20. Independence shall not be held liable for any indirect, incidental, special, or consequential damages, including loss of revenue or profits, arising out of or related to this Agreement, even if Independence was advised of the possibility of such damages.

21. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities.

22. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.

23. Absent any expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof: nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

24. Independence will exercise every reasonable effort to meet its obligations this Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control, including, but not limited to, natural disasters, civil disturbances, pandemics, utility failures, equipment breakdowns, government-mandated shutdowns, acts of God, acts or omissions of Clarkston, failure to comply with this Agreement, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of Independence.

25. This Agreement shall constitute the entire Agreement between the parties, and all prior agreements, written or oral, are merged as part of this Agreement and shall be of no force and effect. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by a duly authorized representative of each party.

26. This Agreement shall not be assigned by either party without the written consent of the other party.

27. This Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By: _____

By: _____

Date: _____

Date: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Intergovernmental Agreement for Building Services

WHEREAS, the City of the Village of Clarkston has contracted with Code Enforcement Services, a division of Carlisle-Wortman Associates, for Building Services since 2017, and;

WHEREAS, recent revisions to the Code Enforcement Services billing model, however, have raised the annual fixed cost from \$20K to \$36K (not including Ordinance Enforcement), and;

WHEREAS, as part of the annual budget preparation process, the City obtained a vetted quote for comparable Building services through Independence Township with an annual fixed cost of \$30K, which includes Code/Ordinance Enforcement Services, and;

WHEREAS, the attached 3-year Intergovernmental Agreement with Independence Township for Building and Code Enforcement Services effective July 1, 2025 has been reviewed by the City Attorney, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes Mayor Sue Wylie to sign and execute the new Building and Code Enforcement Services agreement with Independence Township. 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
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☐ Resolution is Adopted

☐ Resolution is Defeated

Jonathan Smith, City Manager

June 23, 2025

Date

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF INDEPENDENCE AND
CITY OF THE VILLAGE OF CLARKSTON
INTERGOVERNMENTAL AGREEMENT
TO PROVIDE BUILDING AND CODE ENFORCEMENT SERVICES**

THIS AGREEMENT, is made this ___ day of _____, 2025, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 ("Independence") and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 ("Clarkston").

RECITATIONS:

Clarkston is situated wholly within Independence, and Clarkston is desirous of providing building and code enforcement services for persons and property located in Clarkston but is unable to maintain an organized building and code enforcement department.

Independence currently maintains an organized building and code enforcement department.

Independence is willing and able to provide, and Clarkston desires to contract for, building and code enforcement services for Clarkston as provided for in this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurance provided herein, the Parties do hereby agree as follows:

Article I.

Statement of Authority and Purpose

- 1.1 **Authority.** The parties hereby enter into this Intergovernmental Agreement pursuant to MCL § 124.505 which provides that public agencies may contract with each other and determine all necessary and proper matters agreed upon the parties. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.
- 1.2 **Purpose.** The purpose of this Agreement is to authorize Independence to provide Building and Code Enforcement Services to Clarkston. In exchange for the Services, Independence shall retain all fees generated from the provision of Building Services and shall charge an administrative fee for the provision of other Building and Code Enforcement Services as set forth in further detail in Article III below.

Article II.
Independence Responsibilities; Building and Code Enforcement Services

- 2.1 **Building and Zoning Services.** Independence agrees to provide the following services for Clarkston:
- 2.1.1 **Building Permit Applications.** Independence will be responsible for processing any and all building permit applications for properties located within Clarkston, including, but not limited to, building, electrical, mechanical, and plumbing permits. Independence Building Department shall process the application from Clarkston for Building Inspections in the same manner that applications for building inspections for properties located in Independence are processed. Independence shall charge applicants from Clarkston the building inspection fees stipulated by Clarkston. Independence will retain one hundred (100%) percent of the building inspection fee unless the Clarkston fees charged are higher than Independence, in which case the difference shall be returned to Clarkston on a quarterly basis. Upon submission of an application for building permit, the Independence Township Planning and Zoning Department will review for zoning compliance, and the Building Department will review for building compliance pursuant to Clarkston's Zoning Ordinance, the International Building Code and the International Fire Code. Independence shall maintain a hard copy of all files on building permit applications submitted for Clarkston properties in the same manner as it maintains Independence building permit applications. Clarkston shall be entitled to obtain a copy of any and all building permit files upon request.
- 2.1.2 **Building Inspections.** Independence shall perform all building inspections for Clarkston. All inspections shall be scheduled through and performed by State certified inspectors employed by Independence. Clarkston agrees that any person who contacts Clarkston requesting an inspection will be immediately referred to Independence. Clarkston at no time shall schedule, or indicate the ability to schedule, an inspection.
- A. At any time building inspection services are being provided by Independence to properties within Clarkston, the inspector shall be temporarily deputized as an agent of Clarkston solely for the purpose of performing inspections under this Agreement. Independence retains the right to revoke such authority in its sole discretion. Clarkston represents and warrants that it has taken all action necessary to grant Independence Agents the authority to provide the services set forth under this Agreement.
- B. Independence hereby certifies that any Building Official or

Inspector performing inspection services under this Agreement shall be fully competent under the laws of the State of Michigan and shall acknowledge and understand the rules and regulations of any building, electrical, mechanical, and/or plumbing code including the State Construction Code pursuant to which he is issuing permits and conducting inspections.

- C. Independence shall provide to Clarkston a monthly written report by the 15th of the following month detailing the inspections, by type, and the addresses for which temporary or permanent Certificates of Occupancy have been issued.

- 2.2 **Code Enforcement Services.** Independence may, upon written request by Clarkston, provide Code Enforcement Services for Clarkston including, but not limited to, investigating reports of violations of City Code, issuing tickets, and providing testimony in Court. Clarkston shall be entitled to retain one hundred (100%) percent of all fines generated by code enforcement services.
- 2.3 **Limits and Exclusions to Services Provided.** Clarkston agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to the provision of any and all Code Enforcement Services. Clarkston shall employ and retain its own legal representation, as necessary, for any and all code enforcement cases. Further, Clarkston understands and agrees that Independence will not provide planning review, advising for Planning Commission or Zoning Board of Appeals, or Site Plan Review pursuant to this Agreement.

Article III.

Clarkston Responsibilities; Fees and Costs

- 3.1 **Fees.** In consideration for providing the Building and Code Enforcement Services as set forth above, Clarkston shall pay Independence a flat rate of \$30,000.00 per year. In addition to this flat rate, Independence shall be entitled to retain any and all application fees it receives for building permit applications. The first payment shall be due upon the execution of this Agreement. Any future payments shall be due on January 1 of each calendar year.
- 3.2 **Code Enforcement.** Clarkston agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with, or in any way related to, the provision of any and all Code Enforcement Services. Clarkston shall employ and retain its own legal representation, as necessary, for any and all code enforcement cases. Clarkston shall be entitled to retain one hundred (100%) percent of fines generated from Code Enforcement Services.

- 3.3 **BS&A Access.** Clarkston shall grant Independence Building, Zoning, and Code Enforcement staff user access to BS&A software services for the purpose of facilitating building permits, inspections, and related administrative tasks. Independence shall be responsible for, and Clarkston shall cooperate, to ensure that Independence has remote access to BS&A prior to the effective date of this Agreement. Any and all costs and fees associated with ensuring that Independence has remote user access to BS&A shall be borne by Clarkston, including, but not limited to, BS&A fees for additional users, costs associated with remote access of Independence's choosing, and costs of establishing connection.
- 3.4 **Default.** Notwithstanding any other term or condition in this Contract, should Clarkston fail for any reason to timely pay Independence the amounts required under this Contract, Clarkston agrees that Independence may discontinue, upon thirty (30) days written notice to Clarkston, without any penalty or liability whatsoever, any Independence services or performance obligations under this Contract.
- 3.5 **Overpayment.** Any payment made by Clarkston exceeding the correct amount shall be deemed non-refundable, unless such overpayment was due to error or misrepresentation in invoicing by Independence. In the event an overpayment is due to an error or misrepresentation in invoicing by Independence, Clarkston must notify Independence in writing of the error within sixty (60) days of the date of the Invoice. Upon notice of the error, Independence shall reimburse Clarkston within thirty (30) days of the date of written notice. In the event Clarkston fails to timely provide written notice of an error or in the event the error in payment is attributable to Clarkston, the overpayment shall be retained by Independence. In that regard, Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments.

Article IV:

Parties' Responsibilities and Indemnification

- 4.1 **Liability for Claims.** Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

Notwithstanding any other provision of this Agreement, the total liability of Independence to Clarkston for any and all claims arising from or related to this Agreement shall not exceed the annual service fee paid by Clarkston for the year in which the claim arose.

- 4.2 **Standard of Care; Waiver of Warranty and Consequential Damages.** Independence will perform the Services under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar Services. However, Independence makes no warranty, express or implied, with respect to any Services provided. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE TOWNSHIP WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE TOWNSHIP BE LIABLE TO CLARKSTON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.

Article V.

Term and Termination

- 5.1 **Term.** This agreement shall be effective upon approval by the Bureau of Construction Codes of the State of Michigan in accordance with the provisions of the State Construction Code or such subsequent date as shall be mutually agreed upon by Independence and Clarkston. This Agreement shall be effective for an initial term of three (3) years from the effective date and may be renewed for additional terms only upon mutual written agreement of the Parties at least ninety (90) days prior to the expiration of the then current term.
- 5.2 **Termination.** Notwithstanding any other term or provision in any other section of this Agreement, Independence may suspend or limit service obligations during periods of emergency, staffing shortages, or municipal priority shifts upon prior written notice to Clarkston. Either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may terminate this Agreement for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

- 5.3 **Survival of Certain Terms and Conditions Following Termination or Expiration of Agreement.** The Parties agree that record-keeping and audit requirements, any payment obligations to the other Party, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Agreement, shall survive the termination or expiration of this Agreement. Upon termination, the Township will provide to Clarkston all records, documents and/or other materials kept by the Township related to the sewer System.
- 5.4 **Cooperation Following Termination of Agreement.** In the event the Agreement is terminated as provided herein, the Parties agree to cooperate in all respects and assist in the wind down from the Township's operation and maintenance of the System. Clarkston will be responsible for all Costs and Overhead incurred by the Township through the date of termination, including the Costs and Overhead incurred by the Township during the termination notice period referenced above to wind down and end of the Township's involvement in the provision of the Services.

Article VI.

Agreement Approval; Effective Date; and Amendments;

- 6.1 **Agreement Approval; Amendments; and Effective Date.** Except as otherwise provided herein, this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by resolutions of both Independence and Clarkston. The Effective Date of this Agreement, and any amendments hereto, shall be the date as reflected in the opening paragraph of this Agreement.

Article VII.

General Provisions

- 7.1 **Notices.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Agreement to be delivered to the following:

TOWNSHIP OF INDEPENDENCE:

Attn: Chuck Phyle, Supervisor/ Cari Neubeck, Clerk
6483 Waldon Center Dr.
Clarkston, Michigan, 48341

THE CITY OF THE VILLAGE OF CLARKSTON:

Attn: Sue Wylie, Mayor
375 Depot Rd.
Clarkston, Michigan 48346

- 7.2 **Notice Delivery.** Except with respect to notices of termination, all correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service. Notices of termination shall be personally delivered or sent by certified mail, return receipt requested, and shall be considered delivered to a party on the date of receipt as represented by the return receipt or by a proof of personal service.
- 7.3 **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 7.4 **Force Majeure.** Independence will exercise every reasonable effort to meet its obligations of this Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control, including, but not limited to, natural disasters, civil disturbances, pandemics, utility failures, equipment breakdowns, government-mandated shutdowns, acts of God, acts or omissions of Clarkston, failure to comply with this Agreement, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of Independence.
- 7.5 **Reservation of Rights; Governmental Function.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 7.6 **Severability.** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.
- 7.7 **Binding Contract; Assignment; and Amendments.** This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by all Parties, and the assignee binding the assignee to the terms and provisions of this Agreement.
- 7.8 **Captions.** The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to

have any substantive meaning and are not to be interpreted as part of this Agreement.

- 7.9 **Entire Agreement.** This Agreement sets forth the entire agreement between Independence and Clarkston and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between Independence and Clarkston in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

- 7.10 **Recitals.** The recitals shall be considered an integral part of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

CHARTER TOWNSHIP OF INDEPENDENCE AS AUTHORIZED BY RESOLUTION
ADOPTED BY THE TOWNSHIP BOARD ON _____, 2025.

Chuck Phyle, Supervisor
Charter Township of Independence

Cari Neubeck, Clerk
Charter Township of Independence

THE CITY OF THE VILLAGE OF CLARKSTON AS AUTHORIZED BY RESOLUTION
ADOPTED BY THE CITY OF THE VILLAGE OF CLARKSTON COUNCIL ON
_____, 2025.

Sue Wylie, Mayor
The City of the Village of Clarkston

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Planning Commission, Zoning Board of Appeals, and Historic District Commission Appointments

Planning Commission Nominations (Mayor nominates, Council approves):

Renew Robert Sowles or Appoint _____ through June 2028

Zoning Board of Appeals Nominations (Council nominates, Council approves):

Renew Anne Clifton or Appoint _____ through June 2028

Renew Gary Casey or Appoint _____ through June 2028

Historic District Commission Nominations (Council nominates, Council approves):

Renew Kim Trumbore or Appoint _____ through June 2028

Renew Jennifer Radcliff or Appoint _____ through June 2028

Appoint _____ through June 2028

Motioned by _____ and Seconded by _____ to accept the above listed nominations.

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
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☐ Resolution is Adopted

☐ Resolution is Defeated

Jonathan Smith, City Manager

June 23, 2025

Date