



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

Microsoft Teams Meeting: Join on your computer or mobile app.

Or go to www.teams.microsoft.com and enter the

Meeting ID: 250 622 918 581 51 and Passcode: Tr3fr7rd

Regular City Council Meeting Agenda – April 13, 2026, 7:00 PM

1. Call to Order:

2. Pledge of Allegiance:

3. Roll Call:

Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Avery, Casey, Forte, Jones, and Quisenberry

4. Approval of Agenda - Motion

5. Public Comments:

Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.

6. FYI:

- a. 41st Clarkston Community Awards
- b. CIDL Spring Book Sale

7. City Manager's Report

8. Oakland County Sheriff's Report for March

8. Consent Agenda:

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

9. Unfinished Business:

- a. Resolution: Chamber of Commerce MOU Renewal
- b. Resolution: 2026 Deer Lake Beach and Boat Launch Operations

10. New Business:

- a. Discussion: Sgt. John Ashley Retirement and Replacement
- b. Resolution: Oakland County P25 Radio User Agreement Renewal
- c. Resolution: Interlocal Agreement for NOTA Transportation Services
- d. Discussion: Response to Independence Township re Pump Station Invoice

11. Adjourn Meeting

Only those matters that are on the agenda are to be considered for action.

People with disabilities needing accommodations for effective participation in this meeting should please contact Jonathan Smith, City Manager (248) 625-1559 in advance of the meeting. An attempt will be made to provide reasonable accommodations.

41st Annual

CLARKSTON COMMUNITY AWARDS

Wednesday, May 13, 2026

7:30 am - 9:00 am * \$20 per person

Clarkston Community Church, 6300 Clarkston Rd, Clarkston MI 48346



Reservations and payment must
be made by Monday, May 4th
as seating is limited.

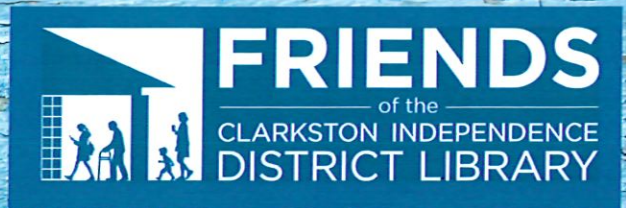


Register online:
www.clarkston.org

*For 41 years, the community has
come together to host this event
recognizing outstanding people,
organizations, and endeavors that
make Clarkston great.*

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Questions? Contact The Clarkston Chamber of Commerce
248.625.8055 • info@clarkston.org



Spring BOOK SALE

MEMBERS ONLY PREVIEW

Wednesday, April 29: 3 pm-7:30 pm

BOOK SALE

Thursday, April 30: 10 am-8:30 pm

Friday, May 1: 10 am-5:30 pm

\$5 BAG DAY

Saturday, May 2: 10 am-2 pm

Clarkston Independence District Library
6495 Clarkston Road, Clarkston

City of the Village of Clarkston
City Manager Report
April 13, 2026

Crumbling Brick Wall

In our March 23rd Council meeting I announced that the City had received a complaint regarding a failing brick retaining wall on Main Street at Waldon Road that is crumbling and leaning. Since that time, I have confirmed that while the wall is located within the MDOT right-of-way, all maintenance is the responsibility of the local municipality. I am now seeking bid proposals from qualified masonry contractors. Approval from the Historic District Commission will also be required.

Status of 2027 Funding Applications for Downtown Sidewalks & Driveway Aprons

The funding applications submitted last year for downtown walkability, ADA compliance, and pedestrian safety improvements are being reapplied for this year, for funding in 2027. To date, five applications have been completed and submitted:

1. U.S. House of Representatives Community Project Funding (CPF) through Lisa McClain
2. Michigan House of Representatives Legislative Directed Spending Items (LDSI) through Mike Harris
3. GM (General Motors) on Main Street grant
4. U.S. Senate Congressionally Directed Spending (CDS) Funding through Gary Peters
5. U.S. Senate Congressionally Directed Spending (CDS) Funding through Elissa Slotkin

This week, unfortunately, we were informed that the CPF request through Lisa McClain was not selected for funding in 2027.

High Levels in Area Lakes and Waterways

Heavy snowmelt and spring rainstorms have resulted in very high levels in virtually all Oakland County lakes and waterways. Suggestions to lower the levels of our local lakes by adjusting the downstream dams

Respectfully submitted, **Jonathan Smith, City Manager, April 9, 2026**

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Jeff Buchmann, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

[illegible]



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

Final Minutes of the March 9, 2026, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Mayor Wylie, Mayor Pro Tem Rodgers, Avery, Casey, Jones and Quisenberry.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Evelyn Bihl, Deputy Clerk and Gerald Fisher, City Attorney.

4. Approval of Agenda:

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

5. Public Comments:

- Public comment was held.

6. FYI:

- None

7. City Manager Report

- 2026 Early Voting
- Michigan Municipal League's Capital Conference

8. Oakland County Sheriff's Report for February

9. Consent Agenda

- Final Minutes of the February 9, 2026, Regular Meeting
- Final Minutes of the February 17, 2026, Special Meeting

- Draft Minutes February 23, 2026, Regular Meeting
- Treasurer's Report March 9, 2026

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

10. Unfinished Business:

a. None

11. New Business:

- a. Resolution: Board of Review Appointment and Swearing In
Motion by Avery, Support by Jones, to accept the above listed nominations for Board of Review Appointments. Renew Scott Meyland or appoint 3-9-26 through June 2028, Renew Joel Hoffman or Appoint 3-9-2026 through June 2026, Appoint Gregory Robertson through June 2029. MOTION CARRIED 7-0.
- b. Discussion: Status Update on the Income Improvement Recommendations from the Finance Committee. City Manager Smith discussed the 2026/2027 FY Revenue Improvement/Cost Reduction Opportunities.
- c. Closed Session Meeting as permitted by the Open Meetings MCL 15.268(1)(h) which permits a public body to meet in a closed session for the purpose of considering its attorney's written legal opinion, which is subject to the attorney-client privilege, and thus is not subject to disclosure under state law.
1. Motion to Hold a Closed Session Meeting with City Attorney G. Fisher
 2. Initiate a Closed Session Meeting
 3. Discussion
 4. Motion to End the Closed Session Meeting
 5. End the Closed Session, return to Open Session
- Motion by Jones, Support by Avery, to go into a closed session at 8:07pm
MOTION CARRIED 7-0.
 - Motion by Jones, Support by Rodgers, to come out of closed session and reconvene the Regular City Council Meeting at 9:08 pm. VOTE: All Aye. MOTION CARRIED 7-0.

12. Motion: Adjourn Meeting at 9:08 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.



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

Draft Minutes of the March 23, 2026, Regular City Council Meeting

1. Call to Order:
 - The regular meeting of the City of the Village of Clarkston City Council was called to order by Mayor Wylie at 7:00 P.M.
2. Pledge of Allegiance:
 - Mayor Pro Tem Rodgers led the Pledge of Allegiance
3. Roll Call:
 - Councilmembers Present: Mayor Pro Tem Rodgers, Avery, Casey, Forte, Jones and Quisenberry.
 - Councilmembers Absent: Mayor Wylie
 - Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, and Gerald Fisher, City Attorney.
4. Approval of Agenda:
 - Motion by Jones, Support by Avery, to approve the agenda as presented.
All Aye. Nay - None. MOTION CARRIED 6-0.
5. Public Comments:
 - Public comment was held.
6. FYI:
 - None
7. City Manager Report
 - Crumbling Brick Wall
 - Pinwheels for Prevention
 - Circuit Court Subpoena
8. Consent Agenda
 - Final Minutes of the February 23, 2026, Regular Meeting
 - Draft Minutes of the March 9, 2026, Special Meeting

- Treasurer's Report March 23, 2026

Motion by Quisenberry, Support by Jones, to approve the Consent Agenda as presented. All Aye.

Nay – None. MOTION CARRIED 6-0

9. Unfinished Business:

- a. None

10. New Business:

- a. Discussion: DPW Update with Jimi Turner
DPW Supervisor Turner updated Council on the huge undertaking this Winter has been. He further updated Council on future projects, including Depot Park, upcoming equipment needs, and addressed any comments and concerns Council had.
- b. Resolution: Chamber of Commerce MOU Renewal
Motion by Avery, Support by Jones, to postpone the Clarkston Area Chamber of Commerce Resolution until the next Council Meeting on April 13, 2026. MOTION CARRIED, 6-0.
- c. Resolution: Opposition to House Bills Preempting Local Authority
Motion by Jones, Support by Casey, that the City Council of the City of the Village of Clarkston hereby authorizes the signature and submission of the attached letter of opposition to Representative Harris. VOTE: Jones – Yes, Quisenberry – Yes, Rodgers - Yes, Avery - Yes, Casey – Yes and Forte - Yes. MOTION CARRIED, 6-0.
- d. Resolution: 2026 Deer Lake Beach and Boat Launch Operations
Motion by Jones, Support by Casey, that the City Council of the City of the Village of Clarkston hereby authorizes the following dependent upon the outcome of the Township Board vote on March 24th : If the Township Board votes *in favor* of a 1-year extension, the Mayor and Clerk are authorized to sign the agreement or If the Township Board votes *against* a 1-year extension, the City Manager is authorized to take steps to manage and operate the beach and boat launch internally. VOTE: Casey – Yes, Forte – No, Jones - Yes, Quisenberry - Yes, Rodgers – Yes and Avery - Yes. MOTION CARRIED, 5-1.
- e. Discussion: Independence Township Letter & Invoice re: Sewer Services
City Manager Smith discussed the letter received from Independence Township regarding Sewer Services Invoice – Request for Payment Intent in depth and addressed questions and concerns from Council.
- f. Closed Session Meeting as permitted by the Open Meetings MCL 15.268(1)(h) which permits a public body to meet in a closed session for the purpose of considering its attorney's written legal opinion, which is subject to the attorney-client privilege, and thus is not subject to disclosure under state law.
1. Motion to Hold a Closed Session Meeting with City Attorney G. Fisher
 2. Initiate a Closed Session Meeting
 3. Discussion
 4. Motion to End the Closed Session Meeting
 5. End the Closed Session, return to Open Session
- Motion by Jones, Support by Forte, to go into a closed session at 8:27pm
MOTION CARRIED 6-0.

- Motion by Jones, Support by Avery, to come out of closed session and reconvene the Regular City Council Meeting at 9:28 pm. VOTE: All Aye. MOTION CARRIED 6-0.

11. Motion: Adjourn Meeting at 9:28 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

4/13/2026

Treasurer's Report:

I. Disbursements from 03/01/2026 - 03/31/2026

101 General Fund	\$	130,402.84
202 Major Streets	\$	543.03
203 Local Street	\$	197.37
220 Mill Pond Lake	\$	459.00
231 Parking Meter Fund	\$	1,038.08
236 Friends of Depot Park	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	2,500.00
590 Sewer Fund	\$	75.82
591 Water Fund	\$	-
703 Tax Fund	\$	51,224.19
Total	\$	186,440.33

II. Invoices for review and payment approval

Code Enforcement (TBD)	\$	-
Building (TBD)	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services Mar 2026	\$	-
Jerry / Kristin - Professional Services (Mar 2026 Invoice)	\$	-
Jerry / Kristin - Professional Services Court (Mar 2026 Invoice)	\$	-
Total	\$	-

III. Other Checks for Review

	\$	-
	\$	-
	\$	-
	\$	-
Total	\$	-
GRAND TOTAL	\$	186,440.33

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 03/01/2026 - 03/31/2026
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
03/02/2026	GEN	12247*#	3/2/2026	HOME DEPOT CREDIT SERVICES	DPW SUPPLIES	726.000	441	93.93
03/02/2026	GEN	12248	65487	BOB BROOKS COMPUTER SALES, I	SUPPLIES	726.000	262	185.00
03/02/2026	GEN	12249	2/28/2026	KIMBERLY FEIGLEY	SUPPLIES	726.000	253	402.00
03/03/2026	GEN	12250	1085054	ROSATI,SHULTZ,JOPPICH & AMTS	LEGAL FEES	803.000	266	990.00
			1085055		LEGAL FEES	803.000	266	1,922.40
			1085056		LEGAL FEES	803.000	266	4,905.00
			1085057		LEGAL FEES	803.000	266	825.00
			CHECK GEN 12250 TOTAL FOR FU					8,642.40
03/05/2026	GEN	12251	3/17/2026	COMCAST	TELEPHONE	850.000	172	555.36
03/05/2026	GEN	12252	75674	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	324.01
03/09/2026	GEN	12253	201721402440	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	419.88
03/09/2026	GEN	12254	200246298698	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,836.11
03/09/2026	GEN	12255	397224	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	320.00
03/10/2026	GEN	12256	2183281	CARLISLE/WORTMAN ASSOC INC	VH-PLANNER FEES	811.000	701	62.50
03/10/2026	GEN	12257	0235709	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	701	1,957.02
			0234618		ENGINEERING SERVICES	810.001	701	4,396.80
			CHECK GEN 12257 TOTAL FOR FU					6,353.82
03/12/2026	GEN	12258	1222573487	NET2PHONE GLOBAL SERVICES, L	TELEPHONE EXPENSE	850.000	172	199.01
03/12/2026	GEN	12259	3/23/2026	DTE ENERGY	DETROIT EDISON-VH	920.000	265	12.93
			3/23/2026		DETROIT EDISON-VH	920.000	265	227.19
			3/23/2026		DTE UPPER PARKING LOT	923.000	265	17.41
			3/23/2026		DTE UPPER PARKING LOT	923.000	265	20.15
			3/23/2026		DTE UPPER PARKING LOT	923.000	265	204.33
			3/23/2026		DTE DEPOT PARK	923.001	265	44.09
			CHECK GEN 12259 TOTAL FOR FU					526.10
03/17/2026	GEN	12260	HSO020418	TRUCK & TRAILER SPECIALTIES	DPW SUPPLIES	726.000	441	35.10
03/17/2026	GEN	12261	260690040540	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	1,618.20
03/17/2026	GEN	12262	1085252	ROSATI,SHULTZ,JOPPICH & AMTS	LEGAL FEES	803.000	266	525.00

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 03/01/2026 - 03/31/2026
Banks: Banks: Multiple

Page 2/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL									
			1085253		LEGAL FEES	803.000	266	135.00	
			1085254		LEGAL FEES	803.000	266	495.00	
			1085255		LEGAL FEES	803.000	266	60.00	
			CHECK GEN 12262 TOTAL FOR FU					1,215.00	
03/18/2026	GEN	12265	4643	NATIONAL TRANSPORT. SAFETY OR	DUES & CONFERENCES	958.000	101	379.00	
03/19/2026	GEN	12266	CI073491	OAKLAND COUNTY TREASURER	ASSESSING - OAKLAND COUNTY	804.000	257	4,227.82	
03/23/2026	GEN	12267	3933599	SUMMIT FIRE PROTECTION	BUILDING MAINTENANCE-VH	931.000	265	236.88	
03/23/2026	GEN	12268	403243352	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	443.91	
03/23/2026	GEN	12269	6147614	HOOR DETROIT SUBSCRIPTION CE	DUES & CONFERENCES	958.000	101	26.95	
03/25/2026	GEN	12270#	75616	CHARTER TWP OF INDEPENDENCE	LAW ENFORCEMENT	802.000	301	43,166.74	
			75616		FIRE PROTECTION - IND TWP	802.001	336	58,577.76	
			CHECK GEN 12270 TOTAL FOR FU					101,744.50	
03/30/2026	GEN	12271	3/30/2026	COMCAST	TELEPHONE	850.000	172	555.36	
				Total for fund 101 GENERAL					130,402.84

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CHECK DATE FROM 03/01/2026 - 03/31/2026
Banks: Banks: Multiple

Page 3/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
03/02/2026	GEN	12247*#	3/2/2026	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - WINTER MAINT	726.002	453	187.68
03/18/2026	GEN	12263*	22751	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	355.35
Total for fund 202 MAJOR STREET								543.03

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Banks: Banks: Multiple

Page 4/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
03/02/2026	GEN	12247*#	3/2/2026	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - WINTER MAINT	726.002	453	65.94
03/18/2026	GEN	12263*	22751	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	131.43
Total for fund 203 LOCAL STREET								197.37

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Banks: Banks: Multiple

Page 5/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 220 MILL POND LAKE IMPROVEMENT FUND								
03/10/2026	MILL	289	4551575	TIGRIS AQUATIC SERVICES LLC	MDEQ PERMIT FEES	808.000	265	459.00
Total for fund 220 MILL POND LAKE IMPROVEMENT								459.00

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CHECK DATE FROM 03/01/2026 - 03/31/2026
Banks: Banks: Multiple

Page 6/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
03/02/2026	PARK	1384	074046	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	50.00
03/03/2026	PARK	1385	IRIS0000157258	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
			IRIS0000157257		MISC EXPENSE	955.000	172	55.00
			CHECK PARK 1385 TOTAL FOR FU					110.00
03/10/2026	PARK	1386	INV-1059014	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	254.50
			INV-1059296		MISC EXPENSE	955.000	172	553.14
			CHECK PARK 1386 TOTAL FOR FU					807.64
03/25/2026	PARK	1387	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	70.44
			Total for fund 231 PARKING METER FUND					1,038.08

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CHECK DATE FROM 03/01/2026 - 03/31/2026
Banks: Banks: Multiple

Page 7/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
03/18/2026	GEN	12264	6424	INDEPENDENCE LAND CONSERVANC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	265	2,500.00
Total for fund 401 CAPITAL PROJECT FUND								2,500.00

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Banks: Banks: Multiple

Page 8/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
03/25/2026	SEWER	2180	CIN-0006889	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	75.82
Total for fund 590 SEWER								75.82

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Banks: Banks: Multiple

Page 9/9

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
03/11/2026	TAX	1027(E)	3/11/2026	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	4,202.08
03/11/2026	TAX	1028(E)	3/11/2026	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	14,212.11
03/11/2026	TAX	1029(E)	3/11/2026	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	25,748.87
03/11/2026	TAX	1030(E)	3/11/2026	CLARKSTON INDEPENDENCE DISTR	TAX COLLECTIONS	274.000	000	4,637.54
03/11/2026	TAX	1031(E)	3/11/2026	INDEPENDENCE TOWNSHIP DELQ W	TAX COLLECTIONS	274.000	000	595.99
03/11/2026	TAX	1032(E)	AT MEIJER	MILL POND ASSOCIATION	TAX COLLECTIONS	274.000	000	858.00
03/11/2026	TAX	1033(E)	3/11/2026	CITY OF CLARSTKON SEWER-DELQ	TAX COLLECTIONS	274.000	000	969.60
TOTAL - ALL FUNDS					Total for fund 703 TAX			51,224.19
								186,440.33

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

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

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Clarkston Area Chamber of Commerce MOU

WHEREAS, the Clarkston Area Chamber of Commerce has requested the City's approval of the attached Memorandum of Understanding (MOU) for years 2026 through 2028, and;

WHEREAS, this MOU addresses the Chamber's use of the downtown light posts for seasonal decorations and Depot Park for their Concert in the Park series (a separate MOU for the Taste of Clarkston will be presented at a later date), and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby approves the attached MOU with the Clarkston Area Chamber of Commerce for years 2026 through 2028. Resolved by _____ and supported by _____.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

April 13, 2026

Date



CLARKSTON

Area Chamber of Commerce

5856 S. Main St., Clarkston, MI 48346 | (248) 625-8055 | www.clarkston.org

March 9th, 2026

To: Jonathan Smith, City Manager

375 Depot Rd. City of the Village of Clarkston

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") confirms the agreement between the Clarkston Area Chamber of Commerce ("Chamber") and the City of the Village of Clarkston ("City") for the period of January 1, 2026 through December 31, 2028.

CHAMBER ROLE

Community Lightposts (Spring, Summer & Fall)

- Coordinate a seasonal Community Lightposts program utilizing the City's downtown lightposts in spring (April-May), summer (June-July), and fall (September-October).
- Develop sponsorship opportunities for community members and businesses to participate in the program.
- Coordinate design, production, installation, and removal of lightpost décor in accordance with City guidelines.
- Manage promotion and communication related to the Community Lightposts program.

Concerts in the Park

- Provide free concerts for the community to attend for four weeks; the last two Fridays in June and two Fridays in July.
- Coordinate entertainment, media, and equipment including tables, chairs, portable restrooms, etc.
- Coordinate publicity and marketing, including advertising, banners, and yard signs.
- Coordinate consumable supplies for setup, event hosting, and volunteer administration.
- Secure liability insurance certificate naming the City of the Village of Clarkston as additionally insured.

CITY ROLE

Community Lightposts

- Grant permission for the use of downtown City-owned lightposts for the Community Lightposts program during spring (April-May), summer (June-July), and fall (September-October).

Concerts in the Park

- Provide full use of Depot Park for event day and pre/post setup and cleanup.
- Block off at least two parking spaces in diagonal parking at Depot Park with cones and signage (“Chamber Staff Only”).
- Provide staff for setup and teardown on event day.
- Coordinate handicap parking and signage.
- Provide electrical access for events and corresponding troubleshooting.
- Provide freezer transportation and storage for duration of the concert season.
- Allow banner to be hung on the bridge for duration of the concert season.

FINANCIAL TERMS

The Clarkston Area Chamber of Commerce agrees to the following payments to the City of the Village of Clarkston for the duration of this agreement (2026–2028), broken out by event:

Community Lightposts

- Provide the City with one (1) designated lightpost per season (spring, summer, and fall) at no cost for City promotion.

Concerts in the Park

- \$200.00 per concert for a total of four (4) concert dates per season.
- \$250.00 per season to cover City staff support during Concerts in the Park.

All payments shall be invoiced by the City and paid by the Chamber within agreed-upon timelines.

TERM

This agreement shall remain in effect from January 1, 2026 through December 31, 2028, unless modified by mutual written consent of both parties.

Clarkston Area Chamber of Commerce

Signature: _____

Name: _____

Title: _____

Date: _____

City of the Village of Clarkston

Signature: _____

Name: _____

Title: _____

Date: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 2026 Deer Lake Beach and Boat Launch Operations

WHEREAS, for many years the City of the Village of Clarkston has leased its Deer Lake Beach and Boat Launch to Independence Township for the sum of \$1.00, allowing them to offer beach and boat launch amenities to both City and Township residents, and;

WHEREAS, in the March 23rd City Council meeting, a resolution was approved to accept and sign a 1-year (2026) extension of the agreement *provided* Independence Township also approves the extension in their March 24th Board of Trustees meeting, and;

WHEREAS, in their March 24th meeting, the Independence Township Board provisionally approved a 1-year extension of the agreement *provided* the City and Township Attorneys can address concerns from the Board members pertaining to capital improvements and liability, and;

WHEREAS, the City and Township Attorneys subsequently prepared updates to the agreement wording (current and draft versions attached), and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby approves the attached draft agreement for 2026 and authorizes the Mayor and Clerk to sign/accept.

Resolved by _____ and supported by _____.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

April 13, 2026

Date

CLARKSTON/INDEPENDENCE BEACH LEASE

This Lease made effective on the 1st day of January, 2020, by and between the City of the Village of Clarkston, a municipal corporation, hereafter referred to as Lessor, and the Charter Township of Independence, a municipal corporation, hereafter referred to as Lessee, with regard to the property referred to as Deer Lake Beach located at 350 White Lake Road, Clarkston, MI 48346.

TERM: This Lease is for the term beginning the 1st day of January, 2020 and ending the 31st day of December, 2025.

USES: The Lessee herein promises that it shall use the said premises for a recreational park area.

CONSIDERATION: The Lessee hereby leases said premises for the term aforesaid, and lessee and lessor hereby covenant and agree:

1. That in consideration of the leasing of premises by the Lessor to Lessee, Lessee shall maintain steel wire cyclone type fence enclosing the described property lying between White Lake Road and Deer Lake.
2. To use and occupy the said premises only for the purposes for which they are let to Lessee, and that Lessee will not permit intoxicating liquors to be stored, sold, or consumed upon the premises.
3. Lessee to keep the premises in accordance with all police, sanitary, and other regulations imposed by any government authority.
4. It is expressly promised and agreed by and between the parties hereto that the Lessee may make such alterations, additions, or improvements to said property as it deems necessary to accomplish the purposes set forth above and may issue permits or licenses for a fee to the said users to offset the cost of operation.
5. It is agreed that the Lessor will not receive notification of the day-to-day operations or minor improvements to the beach. However, major changes, such as tree removal or placement of new structures of a permanent nature should follow prior Lessee notice and agreement to Lessor.
6. Lessor agrees that in consideration for the above services and improvements, Lessee shall have use of the premises for the sum of one dollar (\$1.00) without additional rental.

INDEMNIFICATION: Lessee shall add Lessor as additional insured on Lessee's policy of public liability insurance.

TOWNSHIP ACCESS FEES: The Township Lessee will not impose additional user or permit fees on City residents in excess of those regularly charged Township residents for entrance or use of Township park facilities or recreational activities during the term of the Lease.

IMPROVEMENTS: Should this Lease be terminated by the City prior to December 31, 2025, the City shall reimburse the Township the fair market value, as of the date of termination, of all permanent improvements made to the premises after March 1, 1989. No such reimbursement shall be required if the Township terminates prior to December 31, 2025.

RENEWAL: This Lease may be renewed upon the mutual agreement of the parties and upon the same terms and conditions contained herein or as otherwise agreed by the parties.

WITNESSES:

LESSOR:

CITY OF THE VILLAGE OF CLARKSTON,
a Michigan municipal corporation

By: _____
City Mayor, Eric Haven

By: _____
City Clerk, Jennifer Speagle

CHARTER TOWNSHIP OF INDEPENDENCE
a Michigan municipal corporation

By: _____
Township Supervisor, Patrick Kittle

By: _____
Township Clerk, Cari Neubeck

CLARKSTON/INDEPENDENCE BEACH LEASE

DRAFT

This Lease made effective on the 15th day of April, 2026, by and between the City of the Village of Clarkston, a municipal corporation, hereafter referred to as Lessor, and the Charter Township of Independence, a municipal corporation, hereafter referred to as Lessee, with regard to the property referred to as Deer Lake Beach located at 350 White Lake Road, Clarkston, MI 48346 ("the Beach")

TERM: This Lease is for the term beginning the 15th day of April, 2026 and ending the 31st day of December, 2026.

USES: The Lessee herein promises that it shall use the Beach for a recreational park area for the benefit of the residents and guests of Lessor and Lessee, with the understanding that all of such residents shall be afforded equal benefits and terms of use. The specific uses shall include a bathing beach and boat launch.

CONSIDERATION: The Lessee hereby leases the Beach for the term aforesaid, and lessee and lessor hereby covenant and agree:

1. That in consideration of the leasing of the Beach by the Lessor to Lessee, Lessee shall maintain steel wire cyclone type fence enclosing the described property lying between White Lake Road and Deer Lake.
2. To use and occupy the Beach only for the purposes for which they are let to Lessee, and that Lessee will not permit intoxicating liquors to be stored, sold, or consumed upon the premises.
3. Lessee to keep the Beach in accordance with all police, sanitary, and other regulations imposed by any government authority.
4. It is expressly promised and agreed by and between the parties hereto that the Lessee may make such alterations, additions, or improvements to said property as it deems necessary to accomplish the purposes set forth above and may issue permits or licenses for a fee to the said users to offset the cost of operation.
5. It is agreed that the Lessor will not receive notification of the day-to-day operations or minor improvements to the beach. However, major changes, such as tree removal or placement of new structures of a permanent nature should follow prior Lessee notice to and agreement by Lessor.
6. Lessor agrees that in consideration for the above services and improvements, Lessee shall have use of the Beach for the sum of one dollar (\$1.00) without additional rental.

INDEMNIFICATION: To the extent permissible by law, each party shall indemnify the other for damages, including legal representation, arising out of their respective actions.

INSURANCE: The party in possession, the Lessee, shall add Lessor as an additional insured on Lessee's policy of public liability insurance. In the event of an insurance claim, any deductible or self-

DRAFT

insured retention loss or contribution by Lessee will be shared by the parties based on their proportionate share of responsibility.

FENCING: There is fencing in certain areas of the Beach property. In the event of one or more actions by third parties that result in the necessity of repairing the fencing, then to the extent there is no insurance coverage for such purposes, Lessor and Lessee shall jointly contribute up to \$20,000 for all such events during the period of this Lease. Upon execution of this lease, both parties will place \$5,000 in a joint escrow account in anticipation of fence repairs, which if not spent will be returned upon expiration of this lease.

TOWNSHIP ACCESS FEES: The Township Lessee will not impose additional user or permit fees on City residents in excess of those regularly charged Township residents for entrance boat launch, or use of Township park facilities or recreational activities during the term of the Lease.

RENEWAL: This Lease may be renewed upon the mutual agreement of the parties. The parties agree to engage in good faith discussions on such agreement, and the duration and terms of renewal.

WITNESSES:

LESSOR:
CITY OF THE VILLAGE OF CLARKSTON,
a Michigan municipal corporation

By: _____
City Mayor,

By: _____
City Clerk,

CHARTER TOWNSHIP OF INDEPENDENCE
a Michigan municipal corporation

By: _____
Township Supervisor,

By: _____
Township Clerk,

RESOLUTION #2026-013
RESOLUTION TO APPROVE OAKLAND COUNTY P25 SIMULCAST
SYSTEM INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY
AND CITY OF THE VILLAGE OF CLARKSTON

RECITATIONS

WHEREAS, the City of the Village of Clarkston ("City") is a Michigan municipal corporation located within Oakland County, Michigan; and

WHEREAS, the City is authorized under Act 7 of the Public Acts of 1967, as amended (the Urban Cooperation Act), to enter into interlocal agreements with other public entities for the performance of governmental services and functions; and

WHEREAS, the City has utilized the Oakland County ("County") interoperable Radio System since approximately 2004 for law enforcement and fire department operations. The system reached the end of its useful life in 2020; and

WHEREAS, the County has implemented a new public safety P25 Simulcast System ("System"), which is integrated with the Michigan Public Safety Communication System ("MPSCS").

WHEREAS, participation in the County P25 Simulcast System will enhance public safety communications, interoperability, reliability, and efficiency for emergency services within the City; and

WHEREAS, The County and the City of the Village of Clarkston have negotiated an Interlocal Agreement setting forth the terms and conditions under which the City may participate in and utilize the County P25 Simulcast System; and

WHEREAS, the City Council has reviewed the proposed County P25 Simulcast System Interlocal Agreement and finds the City of the Village of Clarkston and its residents.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of the Village of Clarkston hereby agrees to the terms of the Oakland County P25 Simulcast System Interlocal Agreement with Oakland County.

BE IT FURTHER RESOLVED, that the City designates City Manager Jonathan Smith to be responsible for the City's obligations under the Agreement and designates City Manager Jonathan Smith to be responsible for working with the County's Chief Information Officer to try to resolve disputes under the Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk, or their designees, are hereby authorized and directed to execute the Interlocal Agreement and any related documents necessary to effectuate participation in the Oakland County P25 Simulcast System, subject to final review and approval as to form by the City Attorney.

CERTIFICATION

The foregoing Resolution was duly adopted by the City Council of the City of the Village of Clarkston, Oakland County, Michigan, at a meeting duly called and held on the 13th day of April, 2026, with the Resolution being put to a vote, the Council voted as follows:

Ayes:

Nays:

The Mayor declared such Resolution adopted.

CITY OF THE VILLAGE OF CLARKSTON

Dated: _____

Angela Guillen, City Clerk

**OAKLAND COUNTY P25 SIMULCAST SYSTEM
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY AND THE CITY OF THE VILLAGE OF CLARKSTON**

This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the City of the Village of Clarkston, 375 Depot Road, Clarkston, MI 48346 ("Public Body"). In this Agreement the County and the Public Body may also be referred to individually as "Party" or jointly as "Parties."

INTRODUCTION/PURPOSE OF AGREEMENT.

Since approximately 2004, the County has operated and maintained a County-wide interoperable public safety communications system for use by the County and for use by governmental entities and private public safety entities located within Oakland County ("2004 System"). The County was the owner of the 2004 System. To properly operate, manage, maintain, and repair the 2004 System, the County entered into interlocal agreements with the governmental entities using the 2004 System--delineating the relationship and responsibilities of the parties. That interlocal agreement was approved by the Oakland County Board of Commissioners in Miscellaneous Resolution #05158.

The 2004 System is now end of life and since 2020, the County has been constructing and implementing a new public safety P25 Simulcast System, which is integrated with the Michigan Public Safety Communications System. The P25 Simulcast System replaces the 2004 System. To properly operate, manage, maintain, and repair the P25 Simulcast System, the Parties must enter into an Interlocal Agreement that will terminate the interlocal agreement concerning the 2004 System and delineate the relationship and responsibilities of the Parties regarding the operation, management, maintenance, and repair of the P25 Simulcast System.

Accordingly, pursuant to the Urban Cooperation Act of 1967, 1967 PA7, MCL 124.501, *et seq.*, the County and the Public Body enter into this Agreement for the purposes set forth herein. In addition, through this Agreement and the operation of the P25 Simulcast System, each Party will be better prepared to serve and to provide aid to citizens of and persons in Oakland County, Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Public Body** means the **City of the Village of Clarkston**, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors. Public Body may be referred to as Public Agency or Agency in the System Policies.
- 1.3. **Claim** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against the County or the Public Body, or for which the County or the Public Body may become legally and/or contractually obligated to pay or defend against; whether direct, indirect or consequential; whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule or regulation, or any alleged violation of federal or state common law; whether any such claims are brought in law or equity, tort, contract, or otherwise; and/or whether commenced or threatened.
- 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Exhibits** mean the following exhibit(s) and their properly promulgated amendments, which are incorporated by reference into this Agreement:
 - 1.6.1. **Exhibit A**. The System Policies.
- 1.7. **FCC** means the Federal Communications Commission.
- 1.8. **Infrastructure Equipment** means all base stations (receivers and transmitters), combiners, antennae, amplifiers, coaxial cable, generators, shelters, network switches and all associated servers and routers (Network Switching center), network connectivity, software for the operation and management of the System, consoles at public safety answering points and back-up public safety answering points, and gateways.

- 1.9. **Michigan Public Safety Communications System (“MPSCS”)** means a statewide multicast digital radio system operated by the Michigan Department of Technology, Management, and Budget.
- 1.10. **Oakland County Department of Information Technology (“OCDIT”)** means the County Department, which operates and manages the System.
- 1.11. **Oakland County P25 Simulcast System or “System”** means the County-wide interoperable 700/800 MHZ voice/data radio system, which is owned by the County and integrated with the MPSCS—including the Infrastructure and Subscriber Equipment.
- 1.12. **System Policies and Procedures (“System Policies”)** means the Oakland County P25 Simulcast System User Guide and Policy Manual and any amendments thereto created by the Technical & Policy Committee and approved by the Oakland County Chief Information Officer (“OCCIO”), which shall govern the management, operation, and use of the System.
- 1.13. **System Technical and Policy Committee (“Technical & Policy Committee”)** means the committee created pursuant to this Agreement, comprised of the individuals set forth in Section 7 and having the responsibilities set forth herein. The Technical & Policy Committee is neither a separate legal entity nor a department, division, or office of the County, but is an advisory group of subject matter experts created with the intent to provide direction, counsel, and recommendations regarding System management, operation, use and having the responsibilities listed herein. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 1.14. **Subscriber Equipment** means mobile and portable radios and all accessories thereto, 800 MHZ pagers, control stations, and emergency responder communication enhancement systems (“ERCES”), including but not limited to, bi-directional amplifiers (“BDA”), Wireless Access Point (“WAP”), and vehicle repeater systems (“VRS”).
2. **ENTITIES PERFORMING UNDER THIS AGREEMENT.** All County responsibilities and obligations set forth in this Agreement shall be performed by OCDIT. All Public Body responsibilities and obligations set forth in this Agreement shall be performed by its **City Manager**. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT concerning System management, operation, and use.
3. **COUNTY RESPONSIBILITIES.**
- 3.1. **Compliance.** The County shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.

- 3.2. **Access to and Disclosure of Information.** The County may access, use, and disclose to third parties information, records, and any other content to comply with the law, including but not limited to, a subpoena, court order, or Freedom of Information Act request.
- 3.3. **County Point of Contact.** The County Point of Contact is the County Radio Communications Supervisor or successor position. The County Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Compliance.** The Public Body shall comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding. The Public Body shall require its employees, agents, and volunteers to comply with the following: all applicable federal and state laws, regulations, and rules, the System Policies, this Agreement, and any amendments to the proceeding.
- 4.2. **Public Body Point of Contact.** The Public Body shall designate at least one person and an alternate to be a Point of Contact. The Public Body Point of Contact will act as a liaison between the Public Body and the County regarding the management, operation, and use of the System. The name of Public Body Point of Contact and alternate shall be conveyed to the County Point of Contact. Communication protocols and procedures regarding the operation, management, maintenance, and repair of the System shall be set forth in the System Policies.
- 4.3. **Facilities.** At no cost to the County, the Public Body shall provide space in buildings/facilities under the control of or owned by the Public Body to locate and house Infrastructure Equipment and Application Programming interfaces ("API") for the System. The location of this space shall be mutually agreed to by the Parties and memorialized in writing; provided that an amendment to this Agreement shall not be needed to memorialize the location of the space. The Parties may change the location at any time pursuant to this Section.
- 4.4. **Access.** The County, the MPSCS, and County contractors shall have 24/7 access to Public Body-owned or controlled buildings/facilities necessary to access Infrastructure Equipment and API for maintenance, repair, and replacement. The Parties acknowledge that the Infrastructure Equipment or API may be located in non-public areas and that the Public Body, at its discretion, may require the County to contact the Public Body Point of Contact prior to arrival; provided that Parties agree that in an emergency situation the County may not be able to contact the Public Body Point of Contact prior to arrival.

5. **OPERATION AND USE OF SYSTEM AND INFRASTRUCTURE EQUIPMENT.**

- 5.1. **System/Infrastructure Equipment Ownership.** Except for otherwise provided herein concerning Subscriber Equipment, the County is the owner of the System.
- 5.2. **System Licenses.** The County is the FCC license holder for all 700/800 MHZ frequencies used in the System. The County shall maintain these licenses and/or modify the licenses as required to manage, operate, and use the System.
- 5.3. **Public Body Use of System.** The County authorizes the Public Body to use the System according to the terms and conditions of this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the preceding.
- 5.4. **Legacy/Conventional Frequencies.** The Public Body shall be the FCC license holder and maintain any legacy conventional frequencies used by the Public Body, including those interfaced through the System consoles and/or gateways.
- 5.5. **System Maintenance and Repair.** The County shall operate, manage, maintain, and repair the Infrastructure Equipment and System in good order and consistent with industry standards, this Agreement, the System Policies, all applicable laws, regulations, and rules, and any amendments to the proceeding.
- 5.6. **Insurance.** The County shall insure or self-insure the System and all County-owned Infrastructure Equipment in the manner and in the amount it deems necessary.
- 5.7. **Audit/Monitor of System.**
 - 5.7.1. **Monitoring of Use of System.** The County and the County's contractors/subcontractors may monitor and audit the Public Body's use of the System and compliance with the System Policies, this Agreement, and applicable federal and state laws, regulations, and rules. The monitoring and auditing of the System may be performed periodically at the discretion of the County and at the sole expense of the County.
 - 5.7.2. **Monitoring by MPSCS.** The MPSCS shall monitor System functionality to make sure the System is operating pursuant to this Agreement and MPSCS standards.
- 5.8. **Training.** The policies and procedures concerning initial and continual training regarding the use of the System will be set forth in the System Policies.

5.9. **Disclaimer of Warranties.**

5.9.1. THE SYSTEM, INFRASTRUCTURE EQUIPMENT, SUBSCRIBER EQUIPMENT, OR OTHER ITEMS, WHICH ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."

5.9.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.

5.9.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE SYSTEM WILL MEET PUBLIC BODY'S REQUIREMENTS OR NEEDS OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

6. **OPERATION AND USE OF SUBSCRIBER EQUIPMENT.**

6.1. **Subscriber Equipment Policies/Procedures.** The policies and procedures for the purchase, operation, programming, repair, replacement, and maintenance of Subscriber Equipment will be set forth in the System Policies.

6.2. **Ownership of Subscriber Equipment.** Subscriber Equipment purchased by the County shall remain the property of the County (regardless of user). As further described and defined in the System Policies, the County shall pay for the maintenance and repair of County-owned Subscriber Equipment (regardless of user), but shall not pay for the replacement of County-owned Subscriber Equipment for whatever reason. Subscriber Equipment purchased by the Public Body shall remain the property of the Public Body and shall be maintained, repaired and replaced by the Public Body pursuant to the System Policies and at its sole cost.

6.3. **Insurance for Subscriber Equipment or Public Body Owned-Facilities.** The County shall not provide insurance for the Subscriber Equipment or Public Body-owned Facilities.

7. **SYSTEM TECHNICAL AND POLICY COMMITTEE.**

7.1. **Creation, Composition and Appointment of Technical & Policy Committee.** The Technical & Policy Committee is created as set forth herein. The Technical & Policy Committee shall be comprised of the following individuals ("Committee Members"):

7.1.1. The County Radio Communications Supervisor or successor position and one alternate designated by the Radio Communications Supervisor;

- 7.1.2. The OCCIO or successor position and an alternate designated by the OCCIO.
- 7.1.3. One individual appointed by the Oakland County Medical Control Authority ("OCMCA") and one alternate designated by the OCMCA.
- 7.1.4. Three individuals appointed by the Oakland County Police Chiefs Association and three alternates designated by the Oakland County Police Chiefs Association;
- 7.1.5. One individual appointed by the Oakland County Sheriff and one alternate designated by the Oakland County Sheriff;
- 7.1.6. The Oakland County 911 Coordinator and one alternate designated by the Oakland County 911 Coordinator;
- 7.1.7. One individual appointed by MABAS 3202 and one alternate designated by MABAS 3202;
- 7.1.8. Two individuals appointed by MABAS 3201 and two alternates designated by MABAS 3201. One individual and one alternate must be from a Public Safety Department.
- 7.1.9. The County Public Safety Business Relationship Manager or successor position and one alternate designated by the County Public Safety Business Relationship Manager.

7.2. **Term of Committee Members/Vacancy/Replacement.**

- 7.2.1. Each Committee Member shall be appointed for a term of three (3) years, unless the Committee Member is appointed to fill a vacancy caused for a reason other than the expiration of a term.
- 7.2.2. If a Committee Member position becomes vacant, for a reason other than expiration of term, then the entity or individual that appointed such individual shall appoint an individual to fulfill the remainder of the vacating member's unexpired term within fourteen (14) Days. The designated alternate does not automatically replace the vacating member's position.
- 7.2.3. A Committee Member may be removed from the Technical & Policy Committee at the will of the entity or individual that appointed the Committee Member.

- 7.3. **Quorum/Voting.** A quorum of the Technical & Policy Committee is a majority of those in office. In order to hold a Technical & Policy Committee meeting a quorum must be present. The Policy & Technical Committee shall act and perform its responsibilities by a majority vote of the quorum present at a meeting. Committee Members shall not vote by proxy.

7.4. Committee Responsibilities.

- 7.4.1. The Technical & Policy Committee shall provide direction, counsel, and recommendations to OCDIT regarding the management, operation, and use of the System. The Technical and Policy Committee is the successor committee to the CLEMIS Radio Oversight Committee (also referred to as the Radio Oversight Committee or Radio Policy Committee).
- 7.4.2. The Technical & Policy Committee shall meet at least twice a year or as needed at the call of the Technical & Policy Committee Chairperson.
- 7.4.3. At the first meeting of the Technical & Policy Committee meeting each calendar year, the Committee shall elect a Chairperson, Vice-Chairperson, and Secretary (collectively "the Officers"). Notwithstanding any other provision, the Officers shall continue to serve in their capacities until the next Officers are elected. The Officers shall have the duties and responsibilities set forth below:
 - 7.4.3.1. Chairperson: (1) preside over meetings; (2) set dates, times, and locations for meetings; (3) create and set meeting agendas (4) respond to correspondence received by the Technical & Policy Committee or directs the Secretary to respond, as needed; and (5) ensure Committee Member and alternate appointments are timely received and filled by their appointing bodies/individuals and names are sent to the County Point of Contact.
 - 7.4.3.2. Vice-Chairperson: shall assume the duties of the Chairperson, if the Chairperson is absent or unavailable for any reason.
 - 7.4.3.3. Secretary: (1) sends out meeting notices and agendas; (2) responds to correspondence as directed by Chairperson; (3) keeps records and meeting minutes and disperses records and meeting minutes to Committee Members; and (4) keeps records of Committee Member appointments and terms and advises the Chairperson of these records on a regular basis.
- 7.4.4. The Technical & Policy Committee shall draft the System Policies that govern the management, operation, and use of the System. The System Policies shall be approved by a quorum of the Technical & Policy Committee. The Technical & Policy Committee shall present the System Policies to the OCCIO for approval and implementation. If the OCCIO does not approve the System Policies, then the System Policies shall be returned to the Technical & Policy Committee for review and revision and then re-submitted to the OCCIO. This process shall be repeated until the OCCIO approves the System Policies. Approval by the OCCIO shall not be unreasonably withheld. After approval by the OCCIO, OCDIT shall compile and assemble the System Policies and send them to the Public

Body. Any changes or amendments to the System Policies shall be drafted, approved, and distributed in accordance with this Section.

7.4.5. The Technical & Policy Committee shall review the System Policies at least once a year to determine if changes or amendments are necessary.

8. **FINANCIAL RESPONSIBILITIES.**

- 8.1. The costs and fees associated with the management, operation, and use of the System, the maintenance of the Subscriber Equipment, and the repair, replacement, or purchase of the new Subscriber Equipment shall be set forth in the System Policies. The County shall invoice the Public Body the costs and fees set forth in the System Policies on a quarterly basis, based on calendar year, and the Public Body shall pay such invoice within forty-five (45) Days.
- 8.2. **Cost/Fee Set-Off.** In the event there are any costs or fees imposed and due to the County by the Public Body in connection with this Agreement and/or for the use, operation, or maintenance of the System, the County has the right to offset any amount past due and retain any amount of money due to the Public Body from the County equal to the past due amount, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).
- 8.3. **Possible Additional Services and Costs.** If the County is requested by the Public Body or is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Act request, to search for, identify, produce or testify regarding the Public Body's records, data, or information that is stored by or possessed by the County relating to the System, then the Public Body shall reimburse the County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. The County may waive this requirement in its sole discretion.

9. **DURATION OF INTERLOCAL AGREEMENT.**

- 9.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 9.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 11.

10. **ASSURANCES/LIABILITY.**

- 10.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees, agents, or volunteers arising under or related to this Agreement.
- 10.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, for any Claim 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 judgments and attorney fees.
- 10.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 10.4. **Costs, Fines, and Fees for Noncompliance.** Each Party shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.
- 10.5. **Governmental Function/Reservation of Rights.**
- 10.5.1. The Parties acknowledge that the performance of this Agreement is a governmental function, which function is to provide a public safety communications system to serve and to provide aid for the residents and persons in Oakland County, Michigan.
- 10.5.2. 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. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 10.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 10.7. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.8. **Permits And Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its

responsibilities under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

11. TERMINATION OR CANCELLATION OF AGREEMENT.

11.1. The Public Body may terminate or cancel this Agreement for any reason upon sixty (60) Days written notice to the County. Within Sixty (60) Days of termination or cancellation of this Agreement, the Public Body must return all Subscriber Equipment (not purchased by the Public Body), all consoles, all control stations, all consolettes, and all ancillary appurtenances to such equipment to the County.

11.2. If Public Body breaches this Agreement, upon sixty (60) Days written notice to the Public Body, the County may terminate or cancel this Agreement upon recommendation by the Technical & Policy Committee, or if in the opinion of the County the System is no longer operational.

11.3. The Interlocal Agreement governing the 2004 System shall terminate upon full execution of this Agreement and this Agreement shall govern the operation and management of the System.

12. **SUSPENSION OF SERVICES.** County, through the OCCIO and upon recommendation of the Technical & Policy Committee, may immediately suspend Public Body's use of the System for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to use of this System; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if the Public Body's use of the System is suspended under this Section.

13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

14. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

15. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances

beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

16. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. The Public Body shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the County.
17. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
18. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 20.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, **Radio Communications Supervisor**, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 20.2. If Notice is sent to the Public Body, it shall be addressed to: **City Manager, City of the Village of Clarkston, 375 Depot Road, Clarkston MI, 48346**
 - 20.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

21. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties must first be submitted to the OCCIO and Public Body's **City Council**. The OCCIO and Public Body's **City Council** shall promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in ten (10) business days, the dispute shall be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees shall meet promptly and confer in an effort to resolve such dispute.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.
24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Disclaimer of Warranties (Section 5.9); Assurances/Liability (Section 10); and Dispute Resolution (Section 21).
25. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
26. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
27. **AUTHORIZATION.** The Parties certify and warrant that their respective signatories have the requisite authority to execute and bind them to this Agreement and the duties and responsibilities contained herein.

IN WITNESS WHEREOF, Angela Guillen, City Clerk, acknowledges that he/she has been authorized by resolution of the City Council of the City of the Village of Clarkston, to execute this Agreement on behalf of the Public Body and accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Angela Guillen, Clerk
City of the Village of Clarkston

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges he has been authorized by resolution of the Oakland County Board of Commissioners, to execute this Agreement on behalf of Oakland County and accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - SMART - NOTA Interlocal Agreement

WHEREAS, under Michigan Public Act 51 of 1951, the Suburban Mobility Authority for Regional Transportation (SMART) provides Municipal Credits to the City of the Village of Clarkston for public transportation services, and;

WHEREAS, in recent years the City has transferred these credits (\$864.00 in 2025) to the North Oakland Transportation Authority (NOTA) to provide local transportation services in the Clarkston community, and;

WHEREAS, to eliminate the need for annual contract renewals, NOTA is proposing a one-time interlocal agreement (attached) that remains in place until the community chooses to discontinue participation, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby approves the attached ongoing interlocal agreement for transferring the City's SMART Municipal Credits to NOTA.

Resolved by _____ and supported by _____.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes	☐ Yes
☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No	☐ No
☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain	☐ Abstain
☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent	☐ Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

April 13, 2026

Date

MUNICIPAL CREDIT AND COMMUNITY INTERLOCAL AGREEMENT
BETWEEN
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
And
CITY OF THE VILLAGE OF CLARKSTON

This Agreement (hereinafter "Agreement") is made between the Suburban Mobility Authority for Regional Transportation (hereinafter "SMART"), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, and **CITY OF THE VILLAGE OF CLARKSTON** (hereinafter "the Community") for the transfer of funding provided to SMART by Michigan Public Act 51 of 1951 and Community Credits, in consideration for the provision of transit services by the Community.

WHEREAS, SMART, pursuant to the provisions of Act 204, has been vested with the authority to acquire, plan, construct, operate and maintain transit systems and facilities within its jurisdiction; and

WHEREAS, the Community is desirous of contracting for the provision of such services within its jurisdiction; and

WHEREAS, the Community receives annual allocations of funding from SMART, including funding provided under Sec 10 of Act 51 of 1951 ("Municipal Credits"), where applicable, and SMART's community credit program ("Community Credits"), where applicable, which it desires to transfer to other participating Community Partners for the provision of services; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the transit funding will transfer ;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties agree as follows:

1. **THE PROJECT**

The Community has partnered with **NOTA (Northern Oakland Transportation Authority)** (hereinafter "**NOTA**") to provide local public transportation services within their service area.

2. FUNDING AND FUNDING APPLICATION

The Community agrees to provide annual flowthrough funding received from SMART to **NOTA** for the provision of public transportation service, under one of the following Options:

Option 1

- A. 100% of the Community Credits available to the Community pursuant to SMART'S Community Credit Program
- B. 100% of the Municipal Credits that are available to the Community pursuant to law.

OR

Option 2

- C. A certain percentage of or all but a certain amount of Community Credits available to the Community pursuant to SMARTS Community Credit Program.
- D. A certain percentage of or all but a certain amount of Municipal Credits available to the Community pursuant to law.

The Community must return a signed Exhibit A, which requires the Community to specify which Option it has selected, attached hereto, with the executed version of this Agreement. Should the Community's Option selection change, or should the amounts or percentages chosen by a Community under Option 2 change, the Community is required to submit an amended Exhibit A. Any amended Exhibit A must be submitted to SMART ninety (90) days prior to SMART's adoption of the Municipal and Community Credit budgets each fiscal year. Should a Community fail to submit an amended Exhibit A, where applicable, at least ninety (90) days prior to SMART's adoption of the Municipal and Community Credit budgets each fiscal year, the Community agrees to be bound by the last Exhibit A on file with SMART that was provided pursuant to, and in accordance with, the timely submission requirements of this section.

3. TERM OF THE AGREEMENT

The Community shall transfer funding noted above beginning July 1, 2025, and this Agreement shall remain effective as long as **NOTA** operates eligible transit services. The Community may terminate this agreement with ninety (90) days advanced notice prior to the adoption of the Municipal and Community Credit budgets each fiscal year.

This Agreement and transit services hereunder shall terminate immediately upon action by the Michigan Legislature, any court of competent jurisdiction, or action by the SMART Board of Directors, which inhibits SMART's ability to carry out the Agreement in such a way that SMART,

in its sole discretion, cannot reconcile its obligations under this Agreement with the legislative action, court order or Board resolution.

4. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, if authorized by law, the Community shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any negligent act or omission of the Community, or its officers, agents, employees, subcontractors, successors and/or assigns, arising out of or pursuant to this Agreement without regard to the negligence of the Community.

This Agreement is not intended to alter or increase SMART or Community's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

5. SEVERABILITY AND INTENT

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

6. WAIVER

Parties' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

7. ASSIGNMENT

The Parties agree that the responsibilities and benefits under this Agreement shall not be assigned unless such assignment is approved by SMART in advance in writing. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

8. VENUE

Parties agree to follow all applicable State and Federal laws. This Agreement shall be governed by the laws of the State of Michigan.

9. ELECTRONIC SIGNATURE

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**

CITY OF THE VILLAGE OF CLARKSTON

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

The Community shall designate with an "X" mark which Option for **NOTA** funding it has selected (to the left of either Option 1 or Option 2). Should the Community select Option 2, the Community will properly fill in the percentage or applicable do not exceed amount.

 X Option 1

- A. 100% of the Community Credits available to the Community pursuant to SMART'S Community Credit Program
- B. 100% of the Municipal Credits that are available to the Community pursuant to law.

OR

 Option 2

- C. _____ % of or all but _____ of Community Credits available to the Community pursuant to SMARTS Community Credit Program.
- D. _____ % of or all but _____ of Municipal Credits available to the Community pursuant to law.

Community: _____

Date: _____

By: _____

Its: _____

OAKLAND COUNTY, MI ESTABLISHED 1837
INDEPENDENCE TOWNSHIP
SUPERVISOR'S OFFICE
CHUCK PHYLE II, Supervisor

Charter Township of Independence
6483 Waldon Center Drive
Clarkston, MI 48346

March 19, 2026

City of the Village of Clarkston
Attn: Jonathan Smith, City Manager
375 Depot Road
Clarkston, MI 48346

Re: Sewer Services Invoice – Request for Payment Intent

Mr. Smith,

Please find the enclosed invoice issued pursuant to the Sewer Operation and Maintenance Agreement between the Charter Township of Independence and the City of the Village of Clarkston.

Given the size of the invoice and the financial implications for both parties, the Township is requesting confirmation of the City's intent regarding payment.

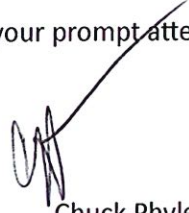
In accordance with standard payment terms, the invoice is due within thirty (30) days of issuance. To ensure alignment and proper financial planning, we respectfully request written confirmation of the City's payment intent within fifteen (15) days of receipt of this correspondence.

As outlined in the Agreement, all costs and overhead incurred by the Township in providing services are the responsibility of the Village and remain payable regardless of termination or other actions under the Agreement.

We appreciate your prompt attention to this matter and look forward to your response.

Sincerely,




Chuck Phyle II
Supervisor

O) (248) 625-5111

C) (248) 222-6185

cphyleii@indtwp.com

indtwp.com

6483 Waldon Center Dr. Clarkston, MI 48346

Hours: M-Thur 7am -5:30pm

INVOICE

CHARTER TOWNSHIP OF INDEPENDENCE

6483 Waldon Center Dr.
Clarkston, MI 48346
(248) 625-5111

Customer ID: CITYOFVILL
Invoice Number: 0000075707
Service Date: 03/16/2026
Invoice Date: 03/17/2026
Due Date: 04/16/2026

Property Address:

CITY OF THE VILLAGE OF
CLARKSTON
375 DEPOT RD
CLARKSTON, MI 483461418

Remaining Unapplied Credits: 0.00

Quantity	Description	Unit Price	Amount
1.00	CHARGES TO VILL OF CLARKS	424,881.35	424,881.35
1.00	CHARGES TO VILL OF CLARKS	5,065.48	5,065.48
1.00	CHARGES TO VILL OF CLARKS	9,428.82	9,428.82

multi-year invoices for the villages share of m15 lift
station maintenance/repairs, OMID2026 and Sewer Disposal
2025

Total Invoice: 439,375.65
Credits Applied: 0.00
Payments Applied: 0.00
Invoice Balance: 439,375.65

INVOICE

CHARTER TOWNSHIP OF INDEPENDENCE

6483 Waldon Center Dr.

Clarkston, MI 48346
(248) 625-5111

Customer ID: CITYOFVILL
Invoice Number: 0000075707
Service Date: 03/16/2026
Invoice Date: 03/17/2026
Due Date: 04/16/2026

Property Address:

CITY OF THE VILLAGE OF
CLARKSTON
375 DEPOT RD
CLARKSTON, MI 483461418



TOTAL BY YEAR

2020	\$ 14,279.97
2021	\$ 17,557.93
2022	\$ 20,089.12
2023	\$ 46,521.57
2024	\$ 47,234.38
2025	\$ 279,198.37
TOTAL	\$ 424,881.35

TOTAL BY VENDOR

MICHIGAN ELEVATOR	\$ 6,406.33
DTE	\$ 106,659.91
HUTCHINSONS ELECTRIC	\$ 89,059.00
LOTUS ELECTRIC	\$ 1,168.00
KENNEDY INDUSTRIES	\$ 25,700.00
MEI ELEVATOR	\$ 2,489.90
ACE HARDWARE	\$ 59.74
GREAT LAKES ACE	\$ 283.98
DLZ	\$ 7,500.00
MAZZA AUTOPARTS	\$ 782.18
GRAINGER	\$ 491.81
CORBY ENERGY	\$ 183,330.00
PERCEPTIVE CONTROL	\$ 680.00
PONTIAC STEEL	\$ 270.50
TOTAL SPENT ON M-15 LIFT STATION	\$ 424,881.35

2020	2021	2022	2023	2024	2025
\$ 475.16	\$ 498.78	\$ 2,541.25	\$ 2,589.05	\$ 302.08	\$ -
\$ 13,804.81	\$ 16,951.17	\$ 16,668.87	\$ 17,737.87	\$ 20,070.71	\$ 21,426.48
\$ -	\$ -	\$ -	\$ 1,083.77	\$ 22,965.50	\$ 65,009.73
\$ -	\$ -	\$ 435.00	\$ 548.00	\$ -	\$ 185.00
\$ -	\$ -	\$ 444.00	\$ 23,740.00	\$ 1,516.00	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 1,622.92	\$ 866.98
\$ -	\$ 25.99	\$ -	\$ 32.16	\$ 1.59	\$ -
\$ -	\$ 18.99	\$ -	\$ 8.54	\$ 41.77	\$ 214.68
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
\$ -	\$ -	\$ -	\$ 782.18	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 491.81	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,330.00
\$ -	\$ 63.00	\$ -	\$ -	\$ 222.00	\$ 395.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270.50

GL#

590-527-801.000-
590-527-920.001-
590-527-801.000-
590-527-931.000-
590-527-931.003-
590-527-801.000-
590-527-931.000-
590-527-931.000-
590-527-977.000-
590-527-931.000-
590-527-931.000-
590-527-977.000-
590-527-852.000-
590-527-931.000-

2026	OMIDD Debit Service Spring 2026	\$116,716.27
	COV Obligation to this Debit	\$5,065.48

Sewer Disposal Fees Owed = Actual WRC Billing for July 1 2025 thru Dec 31, 2025 (+11.5%) \$ 9,428.82

TOTAL \$439,375.65