



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: 224 715 228 367 22 and Passcode: wA7Px2yD

Regular City Council Meeting Agenda – August 24, 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. TBD
7. City Manager's Report
8. Oakland County Sheriff's Report for July
9. Consent Agenda:
 - a. Final Minutes of the July 27th Regular Meeting
 - b. Draft Minutes of the August 10th Regular Meeting
 - c. Treasurer's Report August 24, 2026

10. Unfinished Business:

- a. None

11. New Business:

- a. Motion: Chamber of Commerce Light Post Decoration Proposal
- b. Discussion: Primary Election Recap
- c. Discussion: E. Church Street Paving Status and Cost
- d. Discussion: Oakland County Sheriff Contract
- e. Resolution: Middle Lake Catch Basin & Curb Installation

12. Adjourn Meeting

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

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

City of the Village of Clarkston
City Manager Report
August 24, 2026

New AED Machine

I am pleased to report that Angie Guillen applied for and received a grant from the London Strong Foundation for an Automated External Defibrillator (AED) machine to be installed in the City Office. AEDs are proven life-saving devices, capable of keeping people alive during the critical period until Emergency Medical Technicians (EMT's) arrive. My thanks to both Angie and the London Strong Foundation!



Building Permit Activity

While not a record, building permit activity has been quite busy this year. The Independence Township Building Department manages the administrative processing of issuing permits as well as the required inspections before a project can be completed. The attached report from the Township summarizes the permits currently open. I am very happy with the professionalism and thoroughness of the Township Building Department.

Ordinance Enforcement

This week I met with Dave Moran, the Independence Township Building Official, to discuss five properties in the City requiring ordinance enforcement. Dave committed to immediately visiting the five sites and issuing ordinance warning or violation notices as appropriate. Residents with questions or complaints about potential violations are encouraged to contact the City Office so that we may research the matter.

Fire Hydrant Painting

The fire hydrants in the City are in need of painting, a great project for a local volunteer organization! I am currently in contact with the Independence Township Fire Department to better understand any requirements they may have for paint type, color, etc. Volunteers interested in this project are encouraged to contact the City Office.

Respectfully submitted, **Jonathan Smith, City Manager, August 20, 2026**

July, 2026

Month to Date		Year to Date
0	New Home Permits Issued	1
3	Building Permits Issued	14
2	Electrical Permits Issued	8
2	Mechanical Permits Issued	9
1	Plumbing Permits Issued	4
0	Land Use Permits Issued	0
0	Temporary Ground Sign Permits Issued	0
8	Total Permits Issued (all catagories)	36
0	Full Certificate of Occupancy Issued	0
0	Temporary Certificate of Occupancy Issued	0
1	Building Permits Finaled	8
6	Building Inspections Completed	34
2	Electrical Inspections Completed	11
4	Mechanical Inspections Completed	12
2	Plumbing Inspections Completed	8
3	Residential Plan Reviews Completed	14
0	Commercial Plan Reviews Completed	2
	Total Number of Active Permits	24

**City of the Village of Clarkston
Building Activity Log**

Street Number	Street Name	Type of Work	Work Performed By	Contact Number	Permit Fees	Final Inspection Date
55	Buffalo St	Res. Addition / Alteration	Post Construction	248-249-7235	\$ 1,665.00	
55	Buffalo St	Res Addition HVAC	Woodrow Kosmac	248-670-2019	\$ 330.00	
55	Buffalo St	Res Addition Electrical	Oakland Electric	810-499-1364	\$ 605.00	
12	East Church St	Replacement Windows	Clarkston Window & Door	248-338-6781	\$ 934.00	5/21/2026
12	East Church St	Residential Re-Roof	Precision Roofing	248-343-6424	\$ 904.00	5/21/2026
37	East Church St	Generator	Oak Electric	248-623-4920		
37	East Church St	Replacement Furnace	HA Sun	248-335-4555	\$ 125.00	11/3/2025
91	East Church St	Residential Re-Roof	Roofing & Beyond	248-657-4144	\$ 1,055.00	6/3/2026
53	Clarkston Rd	Mechanical Change-Out	Randazzo	566-336-1111		
53	Clarkston Rd	Replacement Siding	McGlinch & Sons	248-697-6300	\$ 2,314.00	4/20/2026
68	Clarkston Rd	Mechanical Change-Out	Kotz	248-674-4999		
94	Clarkston Rd	Electrical Upgrade	MR Electric	566-463-9937		
94	Clarkston Rd	Replacement Furnace	Kotz Hgt/Cooling	248-674-4999	\$ 140.00	
380	Depot Rd	Patio Enclosure	BT's Construction	566-264-6750	\$ 415.00	
380	Depot Rd	Electrical for Patio Enclo.	Shoreview Electric	566-463-8900	\$ 190.00	11/12/2025
380	Depot Rd	Heat Runs for Patio	Briarwood Hgt & Cooling	248-299-8126	\$ 140.00	
9	North Holcomb	Front Porch	Frank Moceri	248-770-3905	\$ 1,754.00	
9	North Holcomb	Basement Waterproofing	Foundation Systems	248-212-0062	\$ 755.00	7/30/2026
9	North Holcomb	Plumbing for Basement	Foundation Systems	248-212-0062	\$ 140.00	7/23/2026
38	North Holcomb	Detached Garage	Robert SOWLS	248-202-2837	\$ 1,390.00	
79	North Holcomb	Egress Window	Egress Solutions	248-628-7550	\$ 884.00	11/12/2025
85	North Holcomb	Replacement HVAC	Kotz Heating/Cooling	248-674-4999	\$ 205.00	7/1/2026
119	North Holcomb	Hot Water Heater	Hoover Electric	313-691-3152	\$ 125.00	11/5/2025
46	South Holcomb	Replacement Windows	Wallside, Inc.	313-292-4400	\$ 820.00	
75	South Holcomb	Detached Garage Addition	I.L. Construction	810-701-8780	\$ 1,048.00	4/30/2026
75	South Holcomb	Plumbing for Addition	Jeffers Plumbing Svcs	810-516-6076	\$ 310.00	4/23/2026
75	South Holcomb	HVAC for Addition	Hobson Heating & Cooling	810-931-0733	\$ 495.00	4/27/2026
71	North Main St	Demo of Detached Garage	H/O	248-420-6983		
71	North Main St	Electric Service Upgrade	Don's Electric	248-394-2151	\$ 145.00	
71	North Main St	Detached Garage	I.L. Construction	810-701-8780	\$ 3,790.00	
71	North Main St	Plumbing for Detached Garage	Jeffers Plumbing	810-433-4949	\$ 265.00	
91	North Main St	Deck	H/O	248-425-2541		
104	North Main St	Detached Garage	Joseph Hatter	810-610-9294		
212	North Main St	Replacement Water Heaters	Universal Plumbing	566-416-4000	\$ 140.00	
206	North Main St	Replacement Windows	Renewal by Anderson	734-452-8005	\$ 905.00	10/1/2025
5	South Main St	Interior Door Install	Kelly Building	248-258-6663		
10	South Main St	David Donnay	Owner	906-281-9910	\$ 4,150.00	
10	South Main St	Pro Circuit Electric	Pro Circuit Electric	248-240-7178	\$ 190.00	
10	South Main St	HVAC Upgrades	PC Mechanical, Inc	906-482-0220	\$ 1,405.00	
15	South Main St	Fire Alarm Replacement	Guardian Alarm	248-233-1704		
21	South Main St	Interior Demolition	BSV Construction	810-627-3457	\$ 1,350.00	
49	South Main St	Partial Roof Replacement	Roofing Army	248-326-2020	\$ 904.00	6/24/2026
59	South Main St	Mechanical Change-Out	Mulligan Heating	248-698-9700		
99	South Main St	Residential Re-roof	Roofing & Beyond	248-657-4144	\$ 880.00	11/3/2025
6145	South Main St	Replacement Bath Tub	Bathworks, Inc	248-577-0047	\$ 140.00	
6145	South Main St	Replacement A/C Unit	Family Heating & Cooling	248-886-6626	\$ 125.00	7/28/2026
6171	South Main St	Replacement HVAC Equipment	Hoover Electric	313-691-3152	\$ 450.00	
5991	Middle Lake Rd	Rebuild Covered Porch	H/O			8/21/2025
6052	Middle Lake Rd	EV Charger	State Electric	248-531-8305	\$ 140.00	
6055	Middle Lake Rd	Generator - Elec	Oak Electric	248-623-4900	\$ 115.00	
6055	Middle Lake Rd	Generator - Mech	Oak Electric	248-623-4900	\$ 140.00	
6082	Middle Lake Rd	Home Demo	Precision Custom Builders	566-634-5000	\$ 574.00	
6082	Middle Lake Rd	New Home Construction	Paul Fryer	248-459-5376	\$ 4,862.00	
6103	Middle Lake Rd	Deck	Eric Vellbach	248-807-3678		
6151	Middle Lake Rd	Electrical Svc Upgrade	Family Hgt / Cooling	248-886-6626	\$ 125.00	
6151	Middle Lake Rd	Mechanical Gas Pipe	Family Hgt / Cooling	248-886-6626	\$ 125.00	
6201	Middle Lake Rd	Interior Remodel	Mark's Construction	248-534-5021		
6201	Middle Lake Rd	Interior/Exterior Alteration	LAG Development	248-759-0170	\$ 615.00	10/29/2025
6230	Middle Lake Rd	Addition	Tanner Building	248-625-5636		9/10/2025
6301	Middle Lake Rd	Generator	P&H Plumbing and Heating	810-736-3830	\$ 215.00	
6301	Middle Lake Rd	Service / Generator	Brandon Craft	810-631-4938	\$ 215.00	
6337	Middle Lake Rd	Replacement Water Heater	Hoover Electric Plumbing	566-210-0757	\$ 125.00	
6056	Overlook	Residential Addition	Nate Farrell	248-704-5313		
6056	Overlook	HVAC Equipment	EMG Mechanical	734-459-4210	\$ 450.00	
6056	Overlook	Electrical for Addition	Energizing Services, LLC	734-751-9254	\$ 195.00	
6109	Overlook	Remodel	H/O	248-467-1643		
6055	Pinehurst	Foundation Repair	Foundation Restoration	877-625-3379	\$ 935.00	1/22/2026
6765	Princess	Sewer Break	Drain Detectives	248-420-6983	\$ 125.00	
7	Robertson Ct	Interior Remodel	H/O	810-444-4805		
7	Robertson Ct	Gas Piping Outlets	L & H Plumbing	248-625-4573	\$ 165.00	
7	Robertson Ct	Exterior Renovation	Greenan Construction	248-462-0224	\$ 695.00	
7	Robertson Ct	Covered Front Porch	ARW Construction	248-431-3246	\$ 914.00	
57	Robertson Ct	Interior Remodel	H/O	248-730-6275		
50	East Washington	Replacement Windows	Wallside	313-292-4400	\$ 955.00	11/18/2025
90	East Washington	Generator (Mechanical)	Oak Electric	248-623-4900	\$ 120.00	7/7/2026
90	East Washington	Generator (Electrical)	Oak Electric	248-623-4900	\$ 175.00	7/7/2026
20, Ste 14	West Washington	Water Heater	Carter's Pibg	248-830-0362	\$ 140.00	
43	West Washington	Interior Remodel	Nantau	248-797-3897		
43	West Washington	Pergola	Nantau	248-797-3897		
63	West Washington	Mechanical Change-Out	David Michael	810-746-9252		
64	West Washington	Mechanical Change-Out	David Michael	810-746-9252		
100	Wompole	Electrical Service Repair	Family Heating & Cooling	248-886-6626	\$ 165.00	

**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

	2026												2026	2025
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	YTD
Felony (CLR-059)	0	0	0	0	0	0	0						0	3
Misdemeanors (CLR-059)	0	1	0	1	0	2	1						5	4
MICR:														
Violent Crimes (CLR-004)	0	0	0	0	0	0	0						0	0
Property Crimes (CLR-004)	0	0	0	0	0	0	0						0	2
TRAFFIC:														
Monthly Citations Citation Report	9	2	2	4	2	5	0						24	486
Crashes - Crash Report	2	0	0	0	1	5	2						10	43
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0						0	0
Violations (CLR-065)	0	0	0	0	0	0	0						0	0
COMMUNITY LIAISON:														
Community Meetings L3535	1	1	1	1	1	1	1						7	22
Community Other L3539	0	2	0	0	0	0	0						2	0
STATION STATISTICS:														
Calls for Service (CLR-065)	39	27	47	61	62	73	79						388	1034



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Final Minutes of the July 27, 2026, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

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

4. Approval of Agenda:

- Motion by Forte, Support by Avery, to approve the agenda as presented.
VOTE: All Aye. Nay None. MOTION CARRIED, 5-0

5. Public Comments:

- Public comment was held.

6. FYI:

- E. Church Street Paving Notice
- Music in the Park, Friday, July 31st

7. City Manager Report

- NoHaz Collection Event August 1st
- Status of E. Church Repaving
- Status of Parking Fee Rate Increase
- Early Voting

8. Oakland County Sheriff's Report for June (Sgt. Bowie to attend)

9. Consent Agenda

- Final Minutes of the June 22, 2026, Regular Meeting
- Draft Minutes of the July 13, 2026, Regular Meeting
- Treasurer's Report July 27, 2026

Motion by Forte, Support by Quisenberry, to approve the Consent Agenda as presented.

All Aye. Nay – None. MOTION CARRIED, 5-0

10. **Unfinished Business:**

a. None

11. **New Business:**

a. Proclamation: Nancy Moon/Historic District Survey Committee Recognition

b. Discussion: Q1 & Q2 2026 HDC Activity Report

HDC Chair Lisa Paterscak discussed in depth the Q1 & Q2 HDC Activity Report and fielded questions from Council and the public.

c. Discussion: Michigan Legislatively Directed Spending Initiative (LDSI) Grant

City Manager Jonathan Smith discussed the recently awarded Michigan Legislatively Directed Spending Initiative (LDSI) Grant for \$834,400.00.

d. Resolution: City Clerk Professional Development Training Cost

Motion by Avery, Support by Forte, that the City of the Village of Clarkston hereby authorizes the City Clerk to register for and attend the Clerk's Professional Development Training Conference at a total estimated cost of \$210.00 to be funded by the Clerk's Dues & Conferences budget (101-215-958.000). VOTE: Avery – Yes, Casey – Yes, Forte – Yes, Rodgers – Yes, and Quisenberry – Yes. MOTION CARRIED, 5-0.

e. Resolution: Sewage Disposal Fee Increase

Motion by Avery, Support by Casey, that the City Council of the City of the Village of Clarkston hereby authorizes the City Treasurer to implement a new sewer billing rate of \$143.00 per quarter per REU effective November 1, 2026. VOTE: Quisenberry – Yes, Rodgers – Yes, Forte – Yes, Casey – Yes, and Avery - Yes. MOTION CARRIED, 5-0.

f. Resolution: Oakland County IT Agreement Renewal

Motion by Avery, Support by Forte, that the City Council of the Village of Clarkston hereby authorizes the City Manager to renew the attached Interlocal Agreement with Oakland County to enable the continued acceptance of online payments. VOTE: Casey -Yes, Forte – Yes, Rodgers – Yes, Quisenberry – Yes, and Avery – Yes. MOTION CARRIED, 5-0.

g. Discussion: Establishment of a New Public Safety Millage

Motion by Avery, Support by Forte, to go into closed session for the purpose of discussing a written legal opinion from the City Attorney and corresponding Resolution Proposal on the subject of City Finance exempt from disclosure under state law.

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

1. Motion to Hold a Closed Session Meeting with City Attorney Gerald Fisher
 2. Initiate a Closed Session Meeting
 3. Discussion
 4. Motion to End the Closed Session Meeting
 5. End the Closed Session, return to Open Session
- Motion by Forte, Support by Quisenberry, to go into a closed session at 8:44pm. VOTE: Casey – Yes, Avery – Yes, Quisenberry – Yes, Rodgers – Yes, and Forte – Yes. MOTION CARRIED, 5-0.
 - Motion by Quisenberry, Support by Avery, to come out of closed session and reconvene the Regular City Council Meeting at 9:22 pm. VOTE: All Aye. MOTION CARRIED 5-0.

12. Motion: Adjourn Meeting at 9:22 P.M.

- Motion by Quisenberry, Support by Avery, to adjourn. VOTE: All Aye. Nay – None. MOTION CARRIED 5-0.

Respectfully Submitted by Angie Guillen, City Clerk.



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Draft Minutes of the August 10, 2026, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Mayor Wylie, Mayor Pro Tem Rodgers, Avery, Casey, Forte, and Quisenberry.
- Councilmembers Absent: Jones.
- Others Present: Jonathan Smith, City Manager, Angie Guillen via zoom, City Clerk, Gerald Fisher, City Attorney.

4. Approval of Agenda:

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

5. Public Comments:

- Public comment was held.

6. FYI:

- None

7. City Manager Report

- Status of E. Church Repaving
- Deer Lake Beach Parking Lot
- Crosswalk, Stop Bar, and No-Parking Zone Painting
- IT Support

8. Consent Agenda

- Final Minutes of the July 13, 2026, Regular Meeting
- Draft Minutes of the July 27, 2026, Regular Meeting
- Treasurer's Report August 10, 2026

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

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Discussion: Primary Election Recap
- b. Discussion: Historic District Commission Response to Questions during the July 27th Council Meeting

HDC Chair Lisa Paterscak fielded questions from Council regarding 71 N. Main.

- c. Resolution: Establishment of a New Public Safety Millage
- Council discussed budget, New Public Safety Millage and projections. Auditor Rana Emmons fielded questions from Council and explained the millage levy in detail.

Motion by Avery, Support by Casey, that the City Clerk and Manager shall take the necessary actions to place before the voters at the November 3, 2026, election the ballot in the form appearing on Appendix A to this Resolution. VOTE: Casey – Yes, Quisenberry – Yes, Avery – Yes, Forte – Yes, Rodgers – Yes, and Wylie – Yes. MOTION CARRIED, 6-0.

11. Motion: Adjourn Meeting at 8:33 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.

Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 07/31/2026 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 07/31/2026 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 07/31/2026 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 07/31/2026 Capital Projects Fund 401

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

Carlisle Wortman -

2026 Planning Consultation

\$ -

2026 General Consultation

\$ -

Sub Total

\$ -

HRC -

MS4 Permit Assistance

\$ -

Professional

\$ -

Sub Total

\$ -

Jerry / Kristin-

Professional Services July 2026

\$ 60.00

Court/Prosecution July 2026

\$ 165.00

Professional Services July 2026

\$ 4,240.00

Court/Prosecution July 2026

\$ -

\$ 4,465.00

Sub total Invoices for review

\$ 4,465.00

VII. Other Checks for Review

\$ -

\$ -

\$ -

\$ -

Total Other Checks for Review

\$ -

Grand Total

\$ 4,465.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	745,146.00	745,146.00	3,141.49	742,004.51	0.42
101-000-445.000	INTEREST & PENALTY REVENUES	1,350.00	1,350.00	0.00	1,350.00	0.00
101-000-477.000	CABLE TV REVENUES	12,100.00	12,100.00	0.00	12,100.00	0.00
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	2,592.00	2,592.00	381.71	2,210.29	14.73
101-000-503.000	P- GRANTS	0.00	0.00	104,633.85	(104,633.85)	100.00
101-000-522.000	COMM DEV BLOCK GRANT - CDBG	7,000.00	7,000.00	0.00	7,000.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	4,275.00	4,275.00	3.10	4,271.90	0.07
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	1,160.00	1,160.00	0.00	1,160.00	0.00
101-000-574.001	STATE REVENUE SHARING/SALES TAX	107,605.00	107,605.00	0.00	107,605.00	0.00
101-000-582.000	BANNER REVENUES	50.00	50.00	0.00	50.00	0.00
101-000-656.000	DISTRICT COURT REVENUE	4,100.00	4,100.00	181.50	3,918.50	4.43
101-000-665.000	INTEREST EARNED	1,958.00	1,958.00	434.50	1,523.50	22.19
101-000-666.000	DIVIDENDS AND REBATES	1,400.00	1,400.00	0.00	1,400.00	0.00
101-000-667.000	GAZEBO RENTALS	3,500.00	3,500.00	0.00	3,500.00	0.00
101-000-667.001	EQUIPMENT RENTAL	27,500.00	27,500.00	0.00	27,500.00	0.00
101-000-670.000	MISCELLANEOUS INCOME	0.00	0.00	1,025.00	(1,025.00)	100.00
101-000-670.001	SPECIAL EVENTS REVENUE	3,250.00	3,250.00	0.00	3,250.00	0.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	49,436.00	49,436.00	0.00	49,436.00	0.00
Total Dept 000 - GENERAL		972,422.00	972,422.00	109,801.15	862,620.85	11.29
Dept 248 - HOLIDAY MARKET						
101-248-674.000	CONTRIBUTIONS	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 248 - HOLIDAY MARKET		1,000.00	1,000.00	0.00	1,000.00	0.00
TOTAL REVENUES		973,422.00	973,422.00	109,801.15	863,620.85	11.28
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	500.00	500.00	0.00	500.00	0.00
101-101-958.000	DUES & CONFERENCES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 101 - COUNCIL/MAYOR		10,250.00	10,250.00	0.00	10,250.00	0.00
Dept 172 - ADMINISTRATION						
101-172-701.002	WAGES - ADMIN ASSISTANT	11,471.00	11,471.00	551.50	10,919.50	4.81
101-172-703.003	SALARY - CITY MANAGER	59,972.00	59,972.00	4,613.24	55,358.76	7.69
101-172-714.000	MERS - EMPLOYER MATCH	1,799.00	1,799.00	138.40	1,660.60	7.69
101-172-715.000	CITY FICA EXPENSE	5,465.00	5,465.00	395.10	5,069.90	7.23
101-172-719.000	CITY SUTA MESC EXPENSE	10.00	10.00	0.38	9.62	3.80
101-172-722.000	WORKMAN'S COMPENSATION	2,000.00	2,000.00	0.00	2,000.00	0.00
101-172-726.000	SUPPLIES	5,750.00	5,750.00	147.50	5,602.50	2.57
101-172-727.001	POSTAGE	500.00	500.00	0.00	500.00	0.00
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	5,500.00	5,500.00	788.85	4,711.15	14.34
101-172-850.000	TELEPHONE EXPENSE	10,700.00	10,700.00	904.70	9,795.30	8.46
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	9,500.00	9,500.00	0.00	9,500.00	0.00
101-172-860.000	MILEAGE/CONFERENCE	1,750.00	1,750.00	0.00	1,750.00	0.00
101-172-941.000	RICOH COPIER LEASE	1,045.00	1,045.00	86.97	958.03	8.32
101-172-958.000	DUES & CONFERENCES	2,500.00	2,500.00	0.00	2,500.00	0.00

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 172 - ADMINISTRATION		117,962.00	117,962.00	7,626.64	110,335.36	6.47
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	51,500.00	51,500.00	3,961.54	47,538.46	7.69
101-215-715.000	CITY FICA EXPENSE	3,940.00	3,940.00	303.06	3,636.94	7.69
101-215-719.000	CITY SUTA MESC EXPENSE	2.00	2.00	0.00	2.00	0.00
101-215-726.000	SUPPLIES	100.00	100.00	0.00	100.00	0.00
101-215-860.000	MILEAGE/CONFERENCE	650.00	650.00	0.00	650.00	0.00
101-215-901.000	PUBLICATIONS	200.00	200.00	0.00	200.00	0.00
101-215-958.000	DUES & CONFERENCES	3,525.00	3,525.00	0.00	3,525.00	0.00
Total Dept 215 - CLERK		59,917.00	59,917.00	4,264.60	55,652.40	7.12
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	14,000.00	14,000.00	0.00	14,000.00	0.00
Total Dept 223 - AUDIT		14,000.00	14,000.00	0.00	14,000.00	0.00
Dept 248 - HOLIDAY MARKET						
101-248-726.000	SUPPLIES	2,500.00	2,500.00	210.00	2,290.00	8.40
Total Dept 248 - HOLIDAY MARKET		2,500.00	2,500.00	210.00	2,290.00	8.40
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	41,200.00	41,200.00	3,169.24	38,030.76	7.69
101-253-715.000	CITY FICA EXPENSE	3,152.00	3,152.00	242.44	2,909.56	7.69
101-253-719.000	CITY SUTA MESC EXPENSE	5.00	5.00	0.00	5.00	0.00
101-253-726.000	SUPPLIES	1,200.00	1,200.00	324.14	875.86	27.01
101-253-853.000	COMPUTER SUPPORT	4,000.00	4,000.00	2,690.00	1,310.00	67.25
101-253-958.000	DUES & CONFERENCES	250.00	250.00	0.00	250.00	0.00
101-253-960.000	BANK FEES	400.00	400.00	26.80	373.20	6.70
Total Dept 253 - TREASURER		50,207.00	50,207.00	6,452.62	43,754.38	12.85
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	12,056.00	12,056.00	0.00	12,056.00	0.00
Total Dept 257 - ASSESSOR		12,056.00	12,056.00	0.00	12,056.00	0.00
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	15,000.00	15,000.00	59.35	14,940.65	0.40
101-262-727.001	POSTAGE	800.00	800.00	0.00	800.00	0.00
101-262-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,500.00	4,500.00	0.00	4,500.00	0.00
101-262-901.000	PUBLICATIONS	500.00	500.00	0.00	500.00	0.00
Total Dept 262 - ELECTIONS		20,800.00	20,800.00	59.35	20,740.65	0.29
Dept 265 - BUILDING AND GROUNDS						

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-265-705.000	WAGES - BUILDING MAINTENANCE	6,798.00	6,798.00	837.16	5,960.84	12.31
101-265-705.001	WAGES - BUILDING MAINTENANCE O/T	340.00	340.00	0.00	340.00	0.00
101-265-706.000	WAGES - VILLAGE GROUNDS PARK	26,780.00	26,780.00	1,688.96	25,091.04	6.31
101-265-706.001	WAGES - DPW VILLAGE GROUNDS/PARK O/T	5,099.00	5,099.00	0.00	5,099.00	0.00
101-265-715.000	CITY FICA EXPENSE	2,985.00	2,985.00	193.25	2,791.75	6.47
101-265-726.004	SUPPLIES-VH BUILDING	2,500.00	2,500.00	0.00	2,500.00	0.00
101-265-728.000	PARK MATERIALS	13,000.00	13,000.00	240.00	12,760.00	1.85
101-265-818.000	RUBBISH COLLECTION	2,200.00	2,200.00	718.69	1,481.31	32.67
101-265-920.000	DETROIT EDISON-VH	3,317.00	3,317.00	0.00	3,317.00	0.00
101-265-921.000	CONSUMERS ENERGY-VH	2,544.00	2,544.00	0.00	2,544.00	0.00
101-265-923.000	DTE UPPER PARKING LOT	4,726.00	4,726.00	0.00	4,726.00	0.00
101-265-923.001	DTE DEPOT PARK	500.00	500.00	0.00	500.00	0.00
101-265-924.000	SEWER & WATER-VH	1,200.00	1,200.00	56.10	1,143.90	4.68
101-265-931.000	BUILDING MAINTENANCE-VH	1,000.00	1,000.00	80.48	919.52	8.05
101-265-934.000	MILL POND ASSESSMENT	143.00	143.00	0.00	143.00	0.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	750.00	750.00	0.00	750.00	0.00
101-265-956.000	WATER LEVEL CONTROL	150.00	150.00	0.00	150.00	0.00
101-265-957.000	CDBG DISBURSEMENTS	7,000.00	7,000.00	0.00	7,000.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		81,032.00	81,032.00	3,814.64	77,217.36	4.71
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	0.00	30,000.00	0.00
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	0.00	30,000.00	0.00
Dept 267 - INSURANCES						
101-267-961.001	PROPERTY INSURANCE	1,311.00	1,311.00	0.00	1,311.00	0.00
101-267-961.002	ERRORS & OMISSIONS INSURANCE	8,137.00	8,137.00	0.00	8,137.00	0.00
101-267-961.003	GENERAL LIABILITY INSURANCE	3,367.00	3,367.00	0.00	3,367.00	0.00
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	1,041.00	1,041.00	0.00	1,041.00	0.00
101-267-961.005	EQUIPMENT INSURANCE	3,410.00	3,410.00	0.00	3,410.00	0.00
Total Dept 267 - INSURANCES		17,266.00	17,266.00	0.00	17,266.00	0.00
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	192,067.00	192,067.00	0.00	192,067.00	0.00
Total Dept 301 - POLICE		192,067.00	192,067.00	0.00	192,067.00	0.00
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	216,709.00	216,709.00	0.00	216,709.00	0.00
Total Dept 336 - FIRE		216,709.00	216,709.00	0.00	216,709.00	0.00
Dept 371 - BUILDING INSPECTION						
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	30,000.00	30,000.00	15,000.00	15,000.00	50.00
Total Dept 371 - BUILDING INSPECTION		30,000.00	30,000.00	15,000.00	15,000.00	50.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27	2026-27	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	07/31/2026	BALANCE	USED
Fund 101 - GENERAL						
Expenditures						
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	4,532.00	4,532.00	1,850.88	2,681.12	40.84
101-441-709.001	WAGES - DPW TASTE OF CLARKSTON	1,586.00	1,586.00	0.00	1,586.00	0.00
101-441-709.006	WAGES - DPW CONCERTS IN PARK	1,133.00	1,133.00	288.40	844.60	25.45
101-441-709.007	WAGES - DPW ART IN THE VILLAGE	850.00	850.00	0.00	850.00	0.00
101-441-709.008	WAGES - DPW PARADES	814.00	814.00	673.68	140.32	82.76
101-441-712.000	HEALTH INSURANCE	18,400.00	18,400.00	1,618.20	16,781.80	8.79
101-441-713.000	PHYSICAL EXPENSES	500.00	500.00	0.00	500.00	0.00
101-441-714.000	MERS - EMPLOYER MATCH	3,173.00	3,173.00	221.46	2,951.54	6.98
101-441-715.000	CITY FICA EXPENSE	682.00	682.00	215.18	466.82	31.55
101-441-719.000	CITY SUTA MESC EXPENSE	5.00	5.00	0.00	5.00	0.00
101-441-726.000	DPW SUPPLIES	2,000.00	2,000.00	254.63	1,745.37	12.73
101-441-850.000	TELEPHONE EXPENSE - DPW	900.00	900.00	75.00	825.00	8.33
101-441-932.001	EQUIPMENT MAINTENANCE	600.00	600.00	0.00	600.00	0.00
101-441-940.004	NEW LEASE SPACE	19,784.00	19,784.00	0.00	19,784.00	0.00
Total Dept 441 - DPW		54,959.00	54,959.00	5,197.43	49,761.57	9.46
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	2,266.00	2,266.00	19.12	2,246.88	0.84
101-446-704.002	WAGES - DPW MAINTENANCE-DUMP TRUCK	1,545.00	1,545.00	0.00	1,545.00	0.00
101-446-704.003	WAGES - DPW MAINTENANCE-LOADER	453.00	453.00	0.00	453.00	0.00
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	850.00	850.00	0.00	850.00	0.00
101-446-704.005	WAGES - DPW MAINTENANCE-SWEEPER	170.00	170.00	0.00	170.00	0.00
101-446-704.007	WAGES - DPW MAINTENANCE-LIFT	124.00	124.00	0.00	124.00	0.00
101-446-715.000	CITY FICA EXPENSE	414.00	414.00	1.47	412.53	0.36
101-446-719.000	CITY SUTA MESC EXPENSE	5.00	5.00	0.00	5.00	0.00
101-446-726.000	DPW EQUIPMENT	4,500.00	4,500.00	341.05	4,158.95	7.58
101-446-817.001	TREE TRIMMING & MAINTENANCE	5,000.00	5,000.00	0.00	5,000.00	0.00
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	200.00	200.00	0.00	200.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	0.00	2,500.00	0.00
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	500.00	500.00	0.00	500.00	0.00
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	175.00	175.00	0.00	175.00	0.00
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	200.00	200.00	0.00	200.00	0.00
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	0.00	1,400.00	0.00
101-446-862.000	FUEL & OIL FOR EQUIPMENT	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		26,302.00	26,302.00	361.64	25,940.36	1.37
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	22,092.00	22,092.00	0.00	22,092.00	0.00
Total Dept 448 - STREET LIGHTING		22,092.00	22,092.00	0.00	22,092.00	0.00
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	800.00	800.00	0.00	800.00	0.00
Total Dept 569 - WATERSHED COUNCIL		800.00	800.00	0.00	800.00	0.00
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	6,000.00	6,000.00	0.00	6,000.00	0.00
101-701-811.000	PLANNER FEES	5,000.00	5,000.00	0.00	5,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-701-958.000	PLANNING COMMISSION	750.00	750.00	75.00	675.00	10.00
101-701-959.000	MAIN STREET CLARKSTON	500.00	500.00	0.00	500.00	0.00
Total Dept 701 - PLANNING		12,250.00	12,250.00	75.00	12,175.00	0.61
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	400.00	400.00	0.00	400.00	0.00
Total Dept 723 - HISTORIC DISTRICT		400.00	400.00	0.00	400.00	0.00
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	1,853.00	1,853.00	0.00	1,853.00	0.00
Total Dept 906 - DEBT SERVICE		1,853.00	1,853.00	0.00	1,853.00	0.00
TOTAL EXPENDITURES		973,422.00	973,422.00	43,061.92	930,360.08	4.42
Fund 101 - GENERAL:						
TOTAL REVENUES		973,422.00	973,422.00	109,801.15	863,620.85	11.28
TOTAL EXPENDITURES		973,422.00	973,422.00	43,061.92	930,360.08	4.42
NET OF REVENUES & EXPENDITURES		0.00	0.00	66,739.23	(66,739.23)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	94,000.00	94,000.00	7,780.07	86,219.93	8.28
Total Dept 000 - GENERAL		94,000.00	94,000.00	7,780.07	86,219.93	8.28
TOTAL REVENUES		94,000.00	94,000.00	7,780.07	86,219.93	8.28
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	15,450.00	15,450.00	2,179.78	13,270.22	14.11
202-451-703.008	SALARY - NON-WINTER O/T MAINT	2,575.00	2,575.00	0.00	2,575.00	0.00
202-451-715.000	CITY FICA EXPENSE	1,379.00	1,379.00	166.76	1,212.24	12.09
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,500.00	1,500.00	0.00	1,500.00	0.00
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	500.00	500.00	0.00	500.00	0.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 451 - NON-WINTER		27,404.00	27,404.00	2,346.54	25,057.46	8.56
Dept 452 - TRAFFIC						
202-452-945.000	EQUIPMENT RENTAL	7,500.00	7,500.00	0.00	7,500.00	0.00
Total Dept 452 - TRAFFIC		7,500.00	7,500.00	0.00	7,500.00	0.00
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	15,965.00	15,965.00	0.00	15,965.00	0.00
202-453-703.009	SALARY - WINTER MAINT O/T	7,210.00	7,210.00	0.00	7,210.00	0.00
202-453-715.000	CITY FICA EXPENSE	1,773.00	1,773.00	0.00	1,773.00	0.00
202-453-719.000	CITY SUTA MESC EXPENSE	7.00	7.00	0.00	7.00	0.00
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	500.00	500.00	0.00	500.00	0.00
202-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	1,400.00	1,400.00	0.00	1,400.00	0.00
202-453-778.001	SALT - WINTER MAINTENANCE	8,500.00	8,500.00	0.00	8,500.00	0.00
202-453-945.001	EQUIPMENT RENTAL - WINTER	9,000.00	9,000.00	0.00	9,000.00	0.00
Total Dept 453 - WINTER		44,455.00	44,455.00	0.00	44,455.00	0.00
Dept 701 - PLANNING						
202-701-810.001	ENGINEERING SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 701 - PLANNING		1,000.00	1,000.00	0.00	1,000.00	0.00
TOTAL EXPENDITURES		80,359.00	80,359.00	2,346.54	78,012.46	2.92
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		94,000.00	94,000.00	7,780.07	86,219.93	8.28
TOTAL EXPENDITURES		80,359.00	80,359.00	2,346.54	78,012.46	2.92
NET OF REVENUES & EXPENDITURES		13,641.00	13,641.00	5,433.53	8,207.47	39.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	35,000.00	35,000.00	2,707.06	32,292.94	7.73
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	45,000.00	45,000.00	0.00	45,000.00	0.00
203-000-699.390	TRANSFER IN FROM FUND BALANCE	65,000.00	65,000.00	0.00	65,000.00	0.00
Total Dept 000 - GENERAL		145,000.00	145,000.00	2,707.06	142,292.94	1.87
TOTAL REVENUES		145,000.00	145,000.00	2,707.06	142,292.94	1.87
Expenditures						
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
203-449-971.000	STREET CONSTRUCTION	100,000.00	100,000.00	0.00	100,000.00	0.00
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		100,000.00	100,000.00	0.00	100,000.00	0.00
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	6,180.00	6,180.00	806.22	5,373.78	13.05
203-451-703.008	SALARY - NON-WINTER O/T MAINT	1,030.00	1,030.00	0.00	1,030.00	0.00
203-451-715.000	CITY FICA EXPENSE	552.00	552.00	61.67	490.33	11.17
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,500.00	1,500.00	0.00	1,500.00	0.00
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	300.00	300.00	0.00	300.00	0.00
203-451-776.001	LOCAL CRACK FILL	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		14,562.00	14,562.00	867.89	13,694.11	5.96
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 452 - TRAFFIC		5,000.00	5,000.00	0.00	5,000.00	0.00
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	6,283.00	6,283.00	0.00	6,283.00	0.00
203-453-703.009	SALARY - WINTER MAINT O/T	3,090.00	3,090.00	0.00	3,090.00	0.00
203-453-715.000	CITY FICA EXPENSE	717.00	717.00	0.00	717.00	0.00
203-453-719.000	CITY SUTA MESC EXPENSE	3.00	3.00	0.00	3.00	0.00
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	400.00	400.00	0.00	400.00	0.00
203-453-775.001	SMALL TOOLS - WINTER MAINT	150.00	150.00	0.00	150.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	500.00	500.00	0.00	500.00	0.00
203-453-778.001	SALT - WINTER MAINTENANCE	3,000.00	3,000.00	0.00	3,000.00	0.00
203-453-945.001	EQUIPMENT RENTAL - WINTER	7,000.00	7,000.00	0.00	7,000.00	0.00
Total Dept 453 - WINTER		21,143.00	21,143.00	0.00	21,143.00	0.00
Dept 701 - PLANNING						
203-701-810.001	ENGINEERING SERVICES	1,500.00	1,500.00	2,614.77	(1,114.77)	174.32
Total Dept 701 - PLANNING		1,500.00	1,500.00	2,614.77	(1,114.77)	174.32
TOTAL EXPENDITURES		142,205.00	142,205.00	3,482.66	138,722.34	2.45

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 07/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		145,000.00	145,000.00	2,707.06	142,292.94	1.87
TOTAL EXPENDITURES		142,205.00	142,205.00	3,482.66	138,722.34	2.45
NET OF REVENUES & EXPENDITURES		2,795.00	2,795.00	(775.60)	3,570.60	27.75
TOTAL REVENUES - ALL FUNDS		1,212,422.00	1,212,422.00	120,288.28	1,092,133.72	9.92
TOTAL EXPENDITURES - ALL FUNDS		1,195,986.00	1,195,986.00	48,891.12	1,147,094.88	4.09
NET OF REVENUES & EXPENDITURES		16,436.00	16,436.00	71,397.16	(54,961.16)	434.39

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

July 10, 2026

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

Invoice # 1086056

In Reference To: Richard Bisio vs. Village of Clarkston (2nd Suit)
Oakland County Circuit Court Case No. 25-214780-AA

Professional Services Rendered Through June 30, 2026

		<u>Hrs/Rate</u>	<u>Amount</u>	
6/2/2026	KBK	Multiple correspondence with Court Clerk and counsel regarding adjournment of status conference	0.20 150.00/hr	30.00 ✓
6/4/2026	KBK	Receipt/review of Notice of Adjournment of Status Conference	0.10 150.00/hr	15.00 ✓
6/9/2026	KBK	Receipt/review of Notice of to Appear for Conference with Court	0.10 150.00/hr	15.00 ✓
For professional services rendered			0.40	\$60.00 ✓

RECEIVED
JUL 13 2026

BY:

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

July 10, 2026

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

Invoice # 1086057

In Reference To: City of the Village of Clarkston Prosecutions

Professional Services Rendered Through June 30, 2026

		<u>Hrs/Rate</u>	<u>Amount</u>	
6/17/2026	KBK	Receipt/review of Judge Fabrizio's prosecution docket for July 1, 2026	0.10 150.00/hr	15.00 ✓
6/29/2026	KBK	Telephone conference with victim regarding <i>People v Krall</i>	0.20 150.00/hr	30.00 ✓
6/30/2026	KBK	Telephone conference with defense counsel regarding <i>People v Krall</i>	0.10 150.00/hr	15.00 ✓
	KBK	Receipt/review of information from victim regarding <i>People v Krall</i> ; Telephone conference with victim in preparation for pre-trial hearing	0.70 150.00/hr	105.00 ✓
		For professional services rendered	1.10	\$165.00

RECEIVED
JUL 13 2026

BY:

Rosati, Schultz, Joppich & Amtsbuechler, P.C.

8/1/2026

FISHER CONSULTING

Gerald A. Fisher

Consulting

101-266-803-000-25-26
may to June
July 26-27

LOCAL GOVERNMENT AND LAND USE LAW

6745 PARKE LAKE DRIVE
CLARKSTON, MICHIGAN 48346
(248) 514-9814

fisher.consultant1@gmail.com

fisherg@cooley.edu

STATEMENT

TO: CITY OF THE VILLAGE OF CLARKSTON
c/o Jonathan Smith, City Manager
smithj@villageofclarkston.org

DATED: August 1, 2026 (For Services in May, June and July, 2026)

RE: General Counsel Services

DATE	SERVICE PERFORMED	TIME
5-7	Agreement Review: Review and revise proposed CWA contract; memo to City Manager	1.0 ✓
5-7	Agreement Review: Review and highlight provisions in proposed agreement with MDOT for 2026 improvements to East Church	0.9 ✓
6-10	FOIA: Call from City Manager regard three outstanding FOIA request regarding nonconforming uses and overlay; review Zoning Ordinance regarding nonconforming uses, and examine files on overlay for 90 N. Main review in 2011.	0.7 ✓
6-11	FOIA: Study files on City Overlay in 2011; compare language of action in 2011 to current provisions (with changed section numbers) in current Zoning Ordinance on City's website; memo to City Manager resolving FOIA issue.	1.5 ✓
6-25	Misc City Matters: Confer with Jonathan Smith regarding pending projects for City	0.0 ✓
7-6	Public Safety Finance: Meeting at City with the Mayor, Manager, Treasurer, and Auditor to	2.0 ✓

	discuss best approaches for presenting a request to the people.	
7-8	E-Bike Reg: Study state law; attend meeting at City offices with Sergeant Bowie and City Mgr	1.5
7-9	Public Safety Finance: Work on legal opinion for City Council	2.4
7-10	Public Safety Finance: Complete legal opinion for City Council; transmit to City	1.8
7-13	City Council: Attend City Council meeting	2.0
7-17	Public Safety Finance: Prepare ballot proposal and accompanying resolution; transmit to City Manager	2.2
7-27	City Council: Attend regular City Council meeting	2.5
7-30	Public Safety Finance: Rewrite resolution for use in meeting; attend meeting at City with manager, treasurer and auditor; finalize resolution and ballot	2.7

Total time expended: 21.2 Hours @ hourly rate of \$200:

TOTAL DUE: \$ 4,240.00



Hrly Rate \$ 200.00

	May-June Hours	July Hours	Total Hours Billed	Total Due
	1	2		
	0.9	1.5		
	0.7	2.4		
	1.5	1.8		
		2		
		2.2		
		2.5		
		2.7		
Total Hours	4.1	17.1	21.2	\$ 4,240.00
Break Out	\$ 820.00 ✓	\$ 3,420.00 ✓		\$ 4,240.00 ✓

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Chamber of Commerce Light Post Decoration Proposal for Oct-Nov

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

Representatives from the Chamber are scheduled to attend the August 24th Council meeting to present their plans for decorating the posts for the months of October and November.

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

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

☐ Motion is Adopted

☐ Motion is Defeated

Angela Guillen, City Clerk

August 24, 2026

Date

City of the Village of Clarkston

E. Church Street Paving Costs

(as of 8-19-2026)

Original Estimate	Cost to-Date	Estimated Final Cost	Final Higher / (Lower) Original
-------------------	--------------	----------------------	---------------------------------

Engineering Costs:

MDOT Grant	\$0.00	\$0.00	\$0.00	\$0.00
City of Clarkston	\$47,100.00	\$25,015.00	\$32,450.00	(\$14,650.00)
Total	\$47,100.00	\$25,015.00	\$32,450.00	(\$14,650.00)

Planning & Construction Costs:

MDOT Grant	\$129,450.00	\$105,145.00	\$108,482.00	(\$20,968.00)
City of Clarkston	\$129,450.00	\$111,309.00	\$114,646.00	(\$14,804.00)
Total	\$258,900.00	\$216,454.00	\$223,128.00	(\$35,772.00)

Total Costs:

MDOT Grant	\$129,450.00	\$105,145.00	\$108,482.00	(\$20,968.00)
City of Clarkston	\$176,550.00	\$136,324.00	\$147,096.00	(\$29,454.00)
Grand Total	\$306,000.00	\$241,469.00	\$255,578.00	(\$50,422.00)

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 23 day of JUNE, 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 7/01, 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.

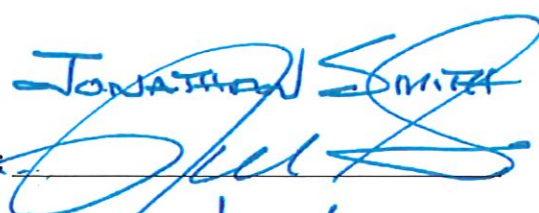
25. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

By: _____

Date: _____

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By:  _____

Date: 6/23/2025



AGENDA ITEM: Standard Law Enforcement Services Agreement with the Charter Township of Independence, January 1, 2025 - December 31, 2027

DEPARTMENT: Sheriff's Office

MEETING: Board of Commissioners

DATE: Thursday, December 12, 2024 11:11 AM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2024-4733 _ 24-95

Motion to adopt the attached suggested resolution.

ITEM CATEGORY

Interlocal Agreement

SPONSORED BY

Penny Luebs

INTRODUCTION AND BACKGROUND

It is the policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with Townships, Villages and Cities for the purpose of providing Sheriff's patrol services. For several years, the Oakland County Sheriff's Office has contracted with Independence Township to provide law enforcement services to the community.

The current agreement for Law Enforcement Services will end on December 31, 2024.

POLICY ANALYSIS

The Charter Township of Independence will contract with the Oakland County Sheriff's Office for one (1) Lieutenant, four (4) Patrol Sergeants, one (1) Detective Sergeant, one (1) Deputy II (no fill/no vehicle), twenty-one (21) Deputy II (no fill with a shared vehicle), three (3) School Resource Officers, and four (4) Detectives.

EXHIBIT A

SHERIFF'S DEPUTIES AND COUNTY AGENTS CONTRACTED FOR AND TO BE ASSIGNED TO PUBLIC BODY

Rank of Sheriff's Deputies/ County Agents Contracted	Number of Sheriff's Deputies/ County Agents Contracted	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2025	Annual Costs 2025	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2026	Annual Costs 2026	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2027*	Annual Costs 2027*
Major		\$266,154		\$290,374		\$316,798	
Captain		\$243,694		\$265,870		\$290,064	
Lieutenant	1	\$218,932	\$218,932	\$238,855	\$238,855	\$260,591	\$260,591
Patrol Sergeant	4	\$197,156	\$788,624	\$215,097	\$860,388	\$234,671	\$938,684
Detective Sergeant	1	\$204,833	\$204,833	\$223,473	\$223,473	\$243,809	\$243,809
Deputy II (with fill)		\$204,460		\$223,066		\$243,365	
Deputy II (no-fill/no vehicle)	1	\$164,028	\$164,028	\$178,955	\$178,955	\$195,239	\$195,239
Deputy II (no-fill) Shared Vehicle	21	\$172,600	\$3,624,600	\$188,307	\$3,954,447	\$205,443	\$4,314,303
Deputy II (no-fill) Dedicated Marked Vehicle		\$187,116		\$204,144		\$222,721	
School Resources Officer - Marked Vehicle	3	\$187,116	\$561,348	\$204,144	\$612,432	\$222,721	\$668,163
Detective - Unmarked Vehicle	4	\$180,102	\$720,408	\$196,491	\$785,964	\$214,372	\$857,488
Sheriff Administrative Specialist		\$97,523		\$106,397		\$116,079	
Financial Services Tech I		\$89,982		\$98,170		\$107,104	
Building Front desk PTNE Deputies		\$29.32 per hour		\$31.99 per hour		\$34.90 per hour	
PTNE Office Support Clerk Senior		\$26.39 per hour		\$28.79 per hour		\$31.41 per hour	
TOTAL	35		\$6,282,773		\$6,854,514		\$7,478,277

NOTE: The OCSO will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

PTNE (Part-Time Not Exempt) County Agents are billed on an hourly basis and will not exceed 1,000 hours annually. The PTNE County Agents' hours worked may vary.

* 2027 Rates are subject to change based on CPI. Actual Rates to be determined by November 2025. CPI as provided by Michigan State Tax Commission.

BUDGET AMENDMENT REQUIRED: No

Committee members can contact Barbara Winter, Policy and Fiscal Analysis Supervisor at 248.821.3065 or winterb@oakgov.com or the department contact persons listed for additional information.

CONTACT

Gaia Piir, Fiscal Officer
Chris Wundrach

ITEM REVIEW TRACKING

Aaron Snover, Board of Commissioners	Created/Initiated - 12/12/2024
David Woodward, Board of Commissioners	Approved - 12/12/2024
Walt Herzig, Executive's Office	Approved - 12/13/2024
Lisa Brown, Clerk/Register of Deeds	Final Approval - 12/16/2024

AGENDA DEADLINE: 12/12/2024 7:00 PM

ATTACHMENTS

1. 2025-2027 DRAFT LES Agreement with Independence Township Rev. 12.5.24
2. 2025-2027 SRO Addendum - Independence Township

COMMITTEE TRACKING

2024-12-03 Public Health and Safety - Recommend to Board
2024-12-12 Full Board - Adopt

Motioned by: Commissioner Penny Luebs
Seconded by: Commissioner Gwen Markham

Yes: David Woodward, Penny Luebs, Gwen Markham, Angela Powell, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Charles Cavell, Brendan Johnson, Ann Erickson Gault, Linnie Taylor (11)

No: Michael Spisz, Karen Joliat, Christine Long, Robert Hoffman, Philip Weipert (5)

Abstain: None (0)

Absent: Michael Gingell, Kristen Nelson, Ajay Raman (3)

Passed



December 12, 2024

RESOLUTION #2024-4733 _ 24-95

Sponsored By: Penny Luebs

Sheriff's Office - Standard Law Enforcement Services Agreement with the Charter Township of Independence, January 1, 2025 - December 31, 2027

Chair and Members of the Board:

WHEREAS the Charter Township of Independence has expressed an interest in entering into a new, three (3) year, law enforcement service agreement.

NOW THEREFORE BE IT RESOLVED that upon receipt of a final, executed Oakland County Sheriff's Office 2025-2027 Law Enforcement Services Agreement from the Charter Township of Independence, accompanied by a certified copy of the resolution of the Township Board accepting the Agreement, and upon the further acceptance of the above Agreement by the Oakland County Sheriff, the Oakland County Board of Commissioners authorizes its Chairperson to execute and entering into this Agreement on behalf of the County of Oakland.

BE IT FURTHER RESOLVED that the Oakland County Clerk shall maintain a file for the above Agreement, and upon receipt of a final, executed copy of the above Agreement, together with a certified copy of that community's governing body resolution approving the same.

BE IT FURTHER RESOLVED that the future level of service, including the continuation of positions, be contingent upon the level of funding associated with this agreement.

BE IT FURTHER RESOLVED that the Board of Commissioners directs Management and Budget to amend FY 2025 -2027 budgets to reflect Exhibit A in the attached agreement.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Penny Luebs**.

A handwritten signature in black ink, appearing to read "David Woodward", written over a horizontal line.

David Woodward, Commissioner

Date: December 12, 2024

A handwritten signature in black ink, appearing to read "Walt Herzig", written over a horizontal line.

Walt Herzig, Chief Deputy County Executive

Date: December 13, 2024

A handwritten signature in blue ink, appearing to read "Rosa Brown", written over a horizontal line.

Date: December 16, 2024

COMMITTEE TRACKING

2024-12-03 Public Health and Safety - Recommend to Board

2024-12-12 Full Board - Adopt

Motioned by Commissioner Penny Luebs seconded by Commissioner Gwen Markham to adopt items 16b through 16m the attached Interlocal Agreement: Standard Law Enforcement Services Agreement with the Charter Township of Independence, January 1, 2025 - December 31, 2027.

Yes: David Woodward, Penny Luebs, Gwen Markham, Angela Powell, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Charles Cavell, Brendan Johnson, Ann Erickson Gault, Linnie Taylor (11)

No: Michael Spisz, Karen Joliat, Christine Long, Robert Hoffman, Philip Weipert (5)

Abstain: None (0)

Absent: Michael Gingell, Kristen Nelson, Ajay Raman (3)

Passed

ATTACHMENTS

1. 2025-2027 DRAFT LES Agreement with Independence Township Rev. 12.5.24
2. 2025-2027 SRO Addendum - Independence Township

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on December 12, 2024, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, December 12, 2024.



Lisa Brown, Oakland County Clerk / Register of Deeds

**OAKLAND COUNTY SHERIFF'S OFFICE
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE CHARTER TOWNSHIP OF INDEPENDENCE**

This Agreement is made and entered into between the **Charter Township of Independence**, a constitutional and municipal corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is **6483 Waldon Center Dr. Clarkston, MI 48346** ("Public Body"), the **COUNTY OF OAKLAND**, a constitutional and municipal corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the **OAKLAND COUNTY SHERIFF**, a Michigan constitutional officer, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff").

INTRODUCTION

Whereas, the Public Body is authorized to provide Law Enforcement Services within the Public Body; and

Whereas, the OCSO is authorized to provide Law Enforcement Services within Oakland County, but absent an agreement such as this, has only a limited responsibility to provide Law Enforcement Services within the Public Body; and

Whereas, the OCSO and the Public Body may enter into an agreement where the OCSO would provide additional Law Enforcement Services and ancillary services within the Public Body; and

Whereas, the Public Body desires to contract with the OCSO for such additional Law Enforcement Services; and

Whereas, the OCSO is agreeable to providing additional Law Enforcement Services within the Public Body under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

1.1 **"Agreement Documents"** means the following documents, which are included and incorporated into this Agreement:

- 1.1.1 **Exhibit A:** Sheriff's Deputies and County Agents contracted for and to be assigned to the Public Body
- 1.1.2 **Exhibit B:** Holiday Pay
- 1.1.3 **Exhibit C:** Hourly Rates
- 1.1.4 **Exhibit D:** Request for Supplemental Law Enforcement Services
- 1.1.5 **SRO Addendum:** Addendum Agreement between the Public Body, School, and OCSO if the Public Body is contracting with the OCSO for any School

Resource Officer(s). This Addendum applies and becomes effective if signed by all Parties.

- 1.2 **"Oakland County Sheriff's Office ('OCSO')"** means the County and the Sheriff jointly.
- 1.3 **"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.
- 1.4 **"County Agent"** means any and all County officials elected or appointed to a County office, and any and all County employees, managers, departments, divisions, volunteers, representatives, and agents. County Agent also includes any person who was a County Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.5 **"Public Body Agent"** means any and all Public Body officials elected or appointed to a Public Body office, and any and all Public Body employees, managers, departments, divisions, volunteers, representatives, and agents. Public Body Agent also includes any person who was a Public Body Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6 **"Public Body Liaison"** means the chief elected official of the Public Body (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the Public Body Liaison to act in this capacity for all purposes under this Agreement.
- 1.7 **"OCSO Liaison"** means the Sheriff's Deputy who is designated by the Sheriff to maintain all lines of communication with the Public Body Liaison. The OCSO Liaison will generally be the commanding officer of the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement.
- 1.8 **"Law Enforcement Services"** means the prevention and detection of crime and the enforcement of the general criminal and traffic laws of the State of Michigan, as provided for by state statutes and Public Body ordinances, and will also include providing road patrol, criminal apprehension, the necessary supervision of Sheriff's Deputies, responding to matters concerning public safety, a breach of the peace and traffic crashes, and any and all other governmental law enforcement functions that are authorized by law, as limited by and to the extent of the numbers and ranks of Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement. Law Enforcement Services does not include any activity not authorized by law. Law Enforcement Services also does not include the services of any OCSO specialized unit or division such as its Marine Safety Unit and Investigative and Forensic Services Division, which the OCSO uses to provide services on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, the OCSO will continue to provide the services of its specialized units and divisions at no additional charge to the Public Body, to the same extent that the OCSO continues to provide these services at no additional charge to all other communities within Oakland County.
- 1.9 **"School Resource Officer" or "SRO"** means a Sheriff's Deputy who is designated to

perform Law Enforcement Services primarily on a school's premises.

1.10 "Sheriff's Deputy" means any Major, Captain, Lieutenant, Sergeant, Deputy II, Detective, School Resource Officer, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the Sheriff.

2. **Law Enforcement Services in Accordance with Exhibit A.** The Sheriff will assign Sheriff's Deputies in the numbers and ranks shown in **Exhibit A** to provide Law Enforcement Services within Public Body's corporate limits, including all private roads.
3. **No Warranty, Promise, or Guarantee.** The Sheriff will make every reasonable effort to provide Law Enforcement Services to Public Body, following generally accepted standards for police protection, with the levels of staff provided for in **Exhibit A**. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Public Body or any other person that the OCSO's provision of Law Enforcement Services under this Agreement will result in any specific reduction or prevention of criminal activity within the Public Body or any other performance-based outcome.
4. **Sole Purpose of Agreement.** The sole and exclusive purpose of this Agreement is for the OCSO to provide Law Enforcement Services and other ancillary services in and for the Public Body with the levels of staff provided for in **Exhibit A**. Except as otherwise expressly provided for in this Agreement, this Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the OCSO's Law Enforcement Services in favor of or to the benefit of any particular person beyond that of the OCSO's or any Sheriff's Deputy's law enforcement duty, as established under existing law, to the general public. OCSO and its Agents, including any Sheriff's deputy, are not obligated under this Agreement in any way to undertake any special activity or duty on behalf of the Public Body or provide any particular or specific service or benefit for the Public Body or its Agents. For the avoidance of doubt, the OCSO has no obligation to perform administrative inspections (ex. marihuana facility inspections) that are unrelated to an active criminal or civil infraction investigation.
5. **Mutual Aid.** Except as otherwise expressly provided for in this Agreement, the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement will work, during those hours that the Public Body is being charged, only on Public Body-related Law Enforcement Services. However, any of these Sheriff's Deputies may be absent from the Public Body, at the Public Body's expense, to provide Mutual Aid. "Mutual Aid" means when a Sheriff's Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a Sheriff's Deputy possesses a special skill or qualification temporarily needed in another community.
6. **Sheriff's Deputy's Hours.** Unless otherwise stated herein, each Sheriff's Deputy assigned to provide Law Enforcement Services under this Agreement will provide eighty (80) hours of Law Enforcement Services for the Public Body during a biweekly period.
 - 6.1 **Times Spent Outside Public Body Included in Hours Charged.** Except as otherwise provided herein, the below time periods (paragraphs 6.1.1 through 6.1.6) spent outside the Public Body's corporate limits will be included in and counted toward the eighty (80) hours of Law Enforcement Services for the biweekly period that it occurred.

- 6.1.1 Travel time, on a daily basis, to or from the OCSO in Pontiac, Michigan, at the beginning or end of any shift by any Sheriff's Deputy, if that Sheriff's Deputy's shift begins or ends in Pontiac;
 - 6.1.2 Attendance (not to exceed an average of 100 hours per Sheriff's Deputy per calendar year) at any OCSO authorized or required training session, function, or meeting;
 - 6.1.3 Provision of any Mutual Aid;
 - 6.1.4 Appearance in any court or at any meeting with any other law enforcement agency in connection with any prosecution or court appearance related to the Law Enforcement Services provided under this Agreement;
 - 6.1.5 Performance of any Public Body-related Law Enforcement Services that takes any Deputy outside the Public Body's corporate limits (e.g., transporting and booking an arrestee at the Oakland County Jail, transporting a person for medical attention, investigating a crime, etc.); and
 - 6.1.6 Any approved period of annual leave, sick leave, holiday leave, personal leave or any other approved, paid leave (except any paid disciplinary leave, worker's compensation, and/or long-term disability leave extending beyond a period of five (5) working days) granted to any Sheriff's Deputy in accordance with applicable OCSO policies, procedures, and/or employment contracts.
- 6.2 If a position is labeled as "w/fill" (with fill) in the exhibits, the OCSO will, at no additional cost to the Public Body, provide a substitute person for that position (i.e., a "fill-in") to provide services to the Public Body whenever a contracted position "w/fill" is absent from the Public Body during any 80 hour biweekly period for only the reasons specified in paragraph 6.1.6 above. For the avoidance of doubt, the OCSO has no obligation to provide a substitute person to the Public Body whenever a "w/fill" position is absent from the Public Body during any 80 hour biweekly period for any of the reasons or circumstances provided in paragraphs 6.1.1 through 6.1.5.
- 6.3 If a position is labeled as "no fill" or is not labeled as "w/fill" in the exhibits, the OCSO has no obligation to provide a substitute person to the Public Body whenever that position is absent from the Public Body during any 80 hour biweekly period for any of the reasons or circumstances provided in paragraphs 6.1.1 through 6.1.6 above.
7. **Shift Assignments.** Except as provided in the SRO Addendum (if applicable) and subject to the Sheriff's right to consolidate the assigned shifts of Sheriff's Deputies to concentrate Law Enforcement Services to meet particular priorities or needs, the Sheriff will assign shifts to Sheriff's Deputies/County Agents contracted for under this Agreement to provide the broadest possible coverage of Law Enforcement Services and ancillary services to the Public Body.

8. **OCSO Records.** All OCSO policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Sheriff for inspection by the Public Body Liaison at the OCSO, by appointment during OCSO's regular business hours.
9. **Overtime.** Subject to the Sheriff's sole discretion and judgment as to the county-wide prioritization of resources and law enforcement needs, additional services beyond the 80 hours per biweekly period for each Sheriff's Deputy and County Agent contracted for under this Agreement, as provided for in **Exhibit A**, may be made available by the Sheriff to the Public Body on an overtime basis.
 - 9.1 **When Public Body Approval Needed.** Except for overtime incurred due to late calls, report writing, court appearances, emergencies (including, but not limited to, unanticipated and last-minute position fill-in scheduling decisions), or holiday pay overtime as shown in **Exhibit B**, all other overtime charges incurred by any Sheriff's Deputy and/or County Agent contracted for under this Agreement, which are charged to the Public Body, shall be approved, in advance, in writing, by the Public Body Liaison.
 - 9.2 **Invoice for Overtime.** Overtime charges at the "Overtime Hourly Rates" shown in **Exhibit C** will be invoiced to the Public Body and paid at the yearly rate in which they were performed by County. Overtime charges will be in addition to any amounts otherwise due and owing under the terms of this Agreement. However, in the unlikely event that the OCSO is able to provide additional Law Enforcement Services beyond the 80 hours per biweekly period, as requested by the Public Body, without the OCSO actually incurring any direct or indirect obligation to pay any overtime premium to any Sheriff's Deputy as a result, then those additional hours of Law Enforcement Services that the OCSO does not incur any overtime obligation will be calculated and invoiced in accordance with regular OCSO rates.
 - 9.3 **Holiday Pay.** All holiday pay charges to the Public Body will be calculated and invoiced in accordance with **Exhibit B**.
10. **No Assignment/Delegation/Subcontract.** The Public Body shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the OCSO's or Sheriff's Deputy's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind unless and to the extent permitted in the SRO Addendum, if applicable, or if it is expressly authorized in writing by the OCSO.
11. **Additional Law Enforcement Services.** If the Public Body perceives the need for any additional Law Enforcement Services beyond those contracted for in **Exhibit A**, the Public Body will address such concerns for additional Law Enforcement Services to the Sheriff by completing and submitting to the Sheriff a REQUEST FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES form included in this Agreement as **Exhibit D**. If the Public Body purchases or otherwise obtains a special event insurance policy or other similar insurance policy for the special event described in the form in **Exhibit D**, that is completed and submitted to the Sheriff, the County of Oakland and OCSO, including County Agents, shall be named as additional insureds on the insurance policy.
12. **Public Body's Payment Obligations.** The Public Body will pay the OCSO for all services

provided pursuant to this Agreement at the Sheriff's Deputies' and County Agents' annual rates set by the Oakland County Board of Commissioners shown in **Exhibit A**. The Public Body further agrees to reimburse the OCSO for any and all additional hours of work, overtime, and holiday pay costs incurred by the OCSO in providing services to the Public Body under the terms of this Agreement.

12.1 **Rate Increase for Year 2027**. The rates for the years 2025 and 2026 are provided in the Exhibits. For year 2027, the rates shall increase from the year 2026 rates by six percent (6%) plus the Consumer Price Index as published by the Michigan State Tax Commission in year 2025 pursuant to Oakland County Board of Commissioners Resolution #2024-4635.

12.2 **Invoice**. For every month during which any services are provided to the Public Body under the terms of this Agreement, the OCSO will prepare and send to the Public Body an invoice that sets forth the amount due for each Sheriff's Deputy's hours of Law Enforcement Services and County Agent's hours provided during that period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided for herein, during that billing period. All overtime charges and additional/supplemental Law Enforcement Services will be itemized and designated for the reason(s) incurred. The Public Body agrees to pay to the County the full amount due on any such invoice within 30 days of the invoice date.

12.3 **Option for Evenly Distributed Payments**. Public Body may pay the total cost of the Agreement evenly (equal payments) over the term of this Agreement pursuant to Oakland County Board of Commissioners Resolution #2024-4635. If Public Body wants to exercise this payment option, it must make arrangements with the County's Fiscal Services Division.

13. **Failure to Pay**. If the Public Body, for any reason, fails to pay the County any monies due under this Agreement, the following remedies shall be available to the County on an ongoing basis:

13.1 **Setoff or Retention of Municipal Funds**. The Public Body agrees that, unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to offset or retain the amount due from any other Public Body funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount due by the Public Body to the County. The Public Body waives any Claims against the County or County Agents for any acts related to the County's offsetting or retaining such amounts. This subsection shall not limit the Public Body's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.

13.2 **Interest Charges**. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Agreement, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 13.3 **Other Rights/Remedies.** The County may pursue or exercise any and all other legal rights or remedies against the Public Body to secure reimbursement of any overdue amounts.
- 13.4 **Costs and Expenses for Securing Payment.** If the County pursues any legal action in any court to secure payment, the Public Body agrees to pay all costs and expenses, including attorney's fees and court costs incurred by the County in the collection of any amount owed by the Public Body.
14. **Independent Contractor Status.** Neither the OCSO nor any Sheriff's Deputy or County Agent, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Public Body. At all times and for all purposes under the terms of this Agreement, the OCSO's legal status and relationship to the Public Body shall be that of an independent contractor. The Public Body also agrees that in any writing or any other communication prepared by, for, or at the direction of the Public Body, the Public Body shall not state, suggest, or imply that any employment status or employment relationship exists between any Sheriff's Deputy/County Agent and the Public Body.
15. **OCSO is Sole and Exclusive Employer of Sheriff's Deputies.** The Public Body and the OCSO agree and warrant that, at all times and for all purposes relevant to this Agreement, the OCSO shall remain the sole and exclusive employer of all Sheriff's Deputies and County Agents.
16. **Terms and Conditions of Employment for Sheriff's Deputies.** This Agreement does not create, change, modify, supplement, supersede, or otherwise affect or control, the terms or conditions of employment of any Sheriff's Deputy/County Agent with the OCSO, any applicable OCSO employment or union contract, and any OCSO rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines, etc., which shall, solely and exclusively, govern and control the employment relationship between the OCSO and any Sheriff's Deputy/County Agent and the conduct and actions of any Sheriff's Deputy/County Agent.
- 16.1 **Examples.** To illustrate, but not otherwise limit, this Agreement does not in any way limit, modify, control, or otherwise affect:
- 16.1.1 The complete and unilateral discretion of the Sheriff to either continue or revoke the deputization of any Sheriff's Deputy or any other person who, in the Sheriff's sole judgment, he does not believe is qualified or otherwise fit to be a Sheriff's Deputy.
- 16.1.2 The OCSO's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, or discharge any Sheriff's Deputy/County Agent or pay any and all Sheriff's Deputy's/County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Sheriff's Deputy/County Agent with the OCSO, subject only to its collective bargaining agreements.

16.1.3 The Sheriff's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and any other judgment, policy or directive that, in any way, governs or controls any activity of any Sheriff's Deputy/County Agent, any necessary Sheriff's Deputy's/County Agent's training standards or proficiencies, any level or amount of required supervision, any standards of performance, any sequence or manner of performance, and any level of experience, training, or education required for any Sheriff's Deputy/County Agent performing any OCSO duty or obligation under the terms of this Agreement.

17. **No Public Body Control of Sheriff's Deputies.** Neither the Public Body nor any Public Body Agents shall provide, furnish, or assign any Sheriff's Deputy or County Agent with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff's Deputy or County Agent in the performance of any Law Enforcement Services or other services under the terms of this Agreement. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy or County Agent, while acting under the terms of this Agreement, shall perform any services directly or otherwise be available to perform any other work or assignments for the Public Body or Public Body Agents, and no Sheriff's Deputy or County Agent shall be otherwise employed or utilized in any manner by the Public Body.
18. **Sheriff's Deputies Paid by OCSO.** The OCSO shall remain solely and exclusively responsible for the payment of all Sheriff's Deputies' and County Agents' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any Sheriff's Deputy's or County Agents' status as an employee of the OCSO.
19. **Sheriff's Deputies Shall Not Be Paid by Public Body.** Except as expressly provided otherwise in this Agreement, the Public Body shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, or any other thing of value, either directly or indirectly, to any individual Sheriff's Deputy or County Agent. Any consideration, monetary or otherwise, paid directly to the County, and any personal property, automobiles, or any portable equipment (e.g., mobile telephones, computers, laptops, tablets, etc.) supplied, provided, or leased directly to the County shall not, for any purpose of this Agreement, be interpreted as being provided by the Public Body, either directly or indirectly, to any individual Sheriff's Deputy or County Agent.
20. **Sheriff's Deputies' Expenses Paid by OCSO.** Except as expressly provided otherwise in this Agreement, the OCSO is solely and exclusively responsible for providing Sheriff's Deputies and County Agents with all tools, automobiles, radios, communications equipment (including mobile telephones), firearms, and any and all other equipment that the OCSO, in its sole judgment, deems required or beneficial for the completion of any OCSO's duty under the terms of this Agreement. The OCSO shall also be solely and exclusively responsible for any and all Sheriff's Deputy's and County Agent's professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.

- 20.1 **Exception for Papers Bearing Public Body's Name.** Any stationery, notices, forms, Public Body ordinance appearance tickets, and other papers that are required to bear the name of the Public Body will be supplied to the OCSO by the Public Body at the Public Body's sole cost and expense.
- 20.2 **Public Body's Request for Special Equipment.** In the event that the Public Body wants any special or additional personal property or equipment to be provided, at Public Body expense or otherwise, to any Sheriff's Deputy or County Agent assigned to the Public Body, the Public Body shall direct such requests to the OCSO, which shall solely decide whether such personal property or special equipment shall be provided. Except as expressly provided otherwise in this Agreement, any and all such equipment to be provided by the Public Body shall be provided directly and exclusively to the OCSO pursuant to a separate, written lease agreement between the Public Body and the County. No personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the Public Body directly to any Sheriff's Deputy or County Agent, except through a written lease as provided for in this subsection.
21. **Public Body Substation.** The Public Body may, in its discretion and in such locations and circumstances as it decides, provide suitable office space, office equipment, all required office utilities, and related supplies and facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, lockers, locker room facilities, uniform changing areas, etc.) in Public Body-owned or leased buildings to the OCSO for use by Sheriff's Deputies/County Agents assigned to the Public Body, which shall be referred to as a "Public Body Substation." The OCSO may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the Public Body Substation with OCSO personal property and equipment.
- 21.1 **Benefit to Public Body.** The Public Body acknowledges that it benefits from providing a Public Body Substation because it would give its residents a specific location within the Public Body to report criminal activity and seek Law Enforcement Services, and it would minimize the amount of time that Sheriff's Deputies would spend outside the Public Body because, without a substation, the Sheriff's Deputies will begin and end their Law Enforcement Services work shifts at the main OCSO law enforcement complex in Pontiac, MI instead of within the Public Body.
- 21.2 **Mutual Agreement Required for Provision and Use of Public Body Substation.** The Public Body's provision of any Public Body Substation and the use of any Public Body Substation by the OCSO will be by mutual agreement and consent of the Parties. Under no circumstances will the Public Body be obligated under the terms of this Agreement to provide any Public Body Substation, nor shall the OCSO be obligated to use any such Public Body Substation if offered. If the Public Body decides that it will offer to provide the OCSO with a Public Body Substation, and the OCSO agrees to use such facilities, the following terms and conditions shall apply:
- 21.2.1 **Revocable, Nonexclusive License.** Use of the Public Body Substation shall be deemed to be a Public Body grant of a revocable, nonexclusive license over that portion of such Public Body premises for use by the OCSO for providing services under this Agreement.

- 21.2.2 **Maintenance and Utilities.** The Public Body will be responsible for maintenance of the premises, which includes: any necessary repairs, improvements, installation and maintenance of all necessary security locks, devices and fire safety devices and safety precautions, reconstruction, custodial services, including rubbish and trash removal, and also includes the provision of utilities required to operate the facility for the purposes of this license, including, but not limited to, heat, air conditioning, power, and water (but excluding any monthly telephone charges for any permanently installed Public Body Substation telephones), at no cost to the OCSO.
- 21.2.3 **Duration of License.** Use of any Public Body Substation license shall end upon the termination or expiration of this Agreement as provided herein. Any Substation License shall also be terminable, at any time and for any reason, by the Public Body, the County, or the Sheriff.
- 21.2.4 **Waiver of Subrogation.** Sheriff's Deputies will use due care in their use of any Public Body Substation. The Public Body agrees that the Public Body and the Public Body's insurance carrier will waive all rights of subrogation against the County for any loss or damage to the Public Body Substation premises or property which is owned or insured by the Public Body. The Public Body will provide the County with a certificate of insurance that contains the following language: "The Public Body and the Insurance Carrier named herein agree to waive all rights of subrogation against Oakland County for any loss or damage to premises or property owned by or insured by the Public Body." The Public Body will provide this Certificate of Insurance to: Attn. Sheriff Fiscal Officer, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044, by the effective date of this Agreement. All certificates of insurance are subject to approval by the Oakland County Office of Risk Management.
22. **No Transfer, Delegation, or Assignment of Public Body's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County, the Sheriff, any Sheriff's Deputy, or any County Agent any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Public Body under existing law.
23. **Communications With Public Body Liaison.** The Public Body Liaison may contact the OCSO Liaison to request, advise, or otherwise make the OCSO aware of any particular law enforcement needs and services within the Public Body, or to provide other relevant information. The Public Body Liaison may also bring to the Sheriff's attention any concerns that the Public Body may have regarding the assignment of any Sheriff Deputy/County Agent to the Public Body. The Sheriff shall provide the Public Body Liaison an opportunity to interview and meet any command officers before they are assigned to the Public Body. However, the Sheriff's decision on the assignment of any Sheriff's Deputy/County Agent shall be final. The OCSO Liaison will keep the Public Body Liaison reasonably informed regarding Public Body-related Law Enforcement Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, and advise the Public Body Liaison, as soon as practicable, of any changes in any Sheriff's Deputy/County Agent contracted for and assigned to perform Law Enforcement Services or other services under the terms of this Agreement.

24. **Allegations of Improper Conduct of Sheriff's Deputy.** If the Public Body learns of any act or allegation involving any Sheriff's Deputy/County Agent that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the Public Body will promptly notify and provide the Sheriff with any and all information that it has regarding the matter. The Public Body will also promptly deliver to the Sheriff written notice and copies of any complaint, charge, or any other allegation of wrongdoing, whether civil or criminal in nature, that the Public Body becomes aware of regarding any Sheriff's Deputy/County Agent. The Public Body agrees to cooperate with the OCSO in any investigation conducted by the Sheriff into the character and fitness of any Sheriff's Deputy/County Agent.
25. **Responsibility of Claims.** Except for the Public Body's insurance obligations set forth in this Agreement, liability for acts or omissions of a Party remain with that Party and will not be transferred, assigned, or assumed by the other Party. Each Party will be responsible for its own acts or omissions and the acts or omissions of its employees or agents. OCSO shall not be responsible under any circumstance for the acts or omissions of the Public Body or Public Body Agents. Public Body shall have no right against OCSO for indemnification, contribution, subrogation, or any other right to be reimbursed by OCSO for any claim that arises out of the services performed under this Agreement. 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.
26. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 any Party. The OCSO reserves to itself any rights and obligations relating to the provision of Law Enforcement Services and any ancillary services. This Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the Sheriff, the County, the Sheriff's Deputies, or County Agents. Further, this Agreement does not, and is not intended to, create, grant, modify, or supersede in any manner, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, for any County Agent, Sheriff's Deputy or any Sheriff's Deputy's agent, representative, or union.
27. **Term.** Subject to Section 29 (Resolutions Required), this Agreement will become effective at 12:00:00 A.M., January 1, 2025, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2027. Upon the expiration of this Agreement, all further obligations of the OCSO to provide services to the Public Body under the terms of this Agreement shall end.
28. **Termination.** Any Party may terminate this Agreement before its expiration by providing written notice to all other Parties at least ninety (90) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the OCSO to provide services to the Public Body under the terms of this Agreement shall end. In the event that the Public Body terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the Public Body will consider for employment in its police department any Sheriff's Deputy who may be laid off by the OCSO as a result of this decision, but in no event will the Public Body be obligated to hire any such Sheriff's Deputy.

29. **Resolutions Required.** This Agreement and any subsequent amendments shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the Public Body's governing body. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the County Board of Commissioners and the Public Body's governing body, and shall also be filed with the office of the Clerk for the County and the Public Body. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the OCSO, and shall not become effective or implemented prior to its filing with the Secretary of State.
30. **New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date.** If the Public Body wishes to enter into a new agreement for Law Enforcement Services upon the expiration of this Agreement, it will notify the OCSO, in writing, of this intent no later than July 31, 2027. This section does not obligate the OCSO or the Public Body to continue any Agreement for any Law Enforcement Services beyond the expiration of this Agreement unless a new contract is fully executed by the Parties.
31. **Survival of Terms and Conditions.** The following terms and conditions will survive and continue in full force beyond the termination or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Section 1 (Definitions), Section 3 (No Warranty, Promise, or Guarantee), Section 12 (Public Body's Payment Obligations), Section 13 (Failure to Pay), Section 15 (OCSO is Sole and Exclusive Employer of Sheriff's Deputies), Section 16 (Terms and Conditions of Employment for Sheriff's Deputies), Section 22 (No Transfer, Delegation, or Assignment of Public Body's Duties), Section 24 (Allegations of Improper Conduct of Sheriff's Deputy), Section 25 (Responsibility of Claims), Section 26 (Reservation of Rights), Section 30 (New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date), Section 31 (Survival of Terms and Conditions), Section 32 (Notices), Section 33 (Governing Law), Section 34 (Captions and Contract Language), Section 35 (Waiver), Section 36 (Binding Affect), Section 38 (Cumulative Remedies), Section 39 (Severability), and Section 40 (Entire Agreement).
32. **Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory's successor in office, by first class mail to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or 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.
33. **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.
34. **Captions and Agreement Language.** The section numbers, subsection numbers, and captions contained in this Agreement are intended for the convenience of the reader, are not intended to have any substantive meaning, and shall not be interpreted to limit or modify any substantive provisions of this Agreement. 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. In this Agreement, for any noun or pronoun, use of the singular or plural form, use of the

nominative possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

35. **Waiver**. Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
36. **Binding Affect**. This Agreement shall be binding upon the County, the Sheriff, and the Public Body to the extent permitted by law, upon their successors and assigns, and upon all persons acting by, through, under, or in concert with any of them.
37. **Amendments**. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the County Board of Commissioners and the Public Body's governing body following the procedures set forth in Section 29 (Resolutions Required).
38. **Cumulative Remedies**. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
39. **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 or conditions shall remain in full force and effect.
40. **Entire Agreement**. This Agreement, including all of the Agreement Documents, represents the entire agreement and understanding between the Parties regarding the OCSO's provision of Law Enforcement Services and other ancillary services to the Public Body. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

IN WITNESS WHEREOF, Chuck Phyle, Supervisor of the **Charter Township of Independence**, hereby acknowledges that they have been authorized by a resolution of the Public Body's governing body (a certified copy of which is attached) to execute this Agreement on behalf of the Public Body and hereby accepts and binds the Public Body to the terms and conditions of this Agreement on this _____ day of _____, 2024.

WITNESSES:

CHARTER TOWNSHIP OF INDEPENDENCE
a Michigan Municipal Corporation

BY: _____
Chuck Phyle
Supervisor

BY: _____
Cari Neubeck
Clerk

IN WITNESS WHEREOF, DAVID T. WOODWARD, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the County of Oakland and hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2024.

WITNESS:

COUNTY OF OAKLAND, a Michigan
Municipal Corporation

BY: _____
DAVID T. WOODWARD
Chairperson, Oakland County Board
of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, a Michigan Constitutional Officer, hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2024.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: _____
MICHAEL J. BOUCHARD,
Oakland County Sheriff

EXHIBIT A

SHERIFF'S DEPUTIES AND COUNTY AGENTS CONTRACTED FOR AND TO BE ASSIGNED TO PUBLIC BODY

Rank of Sheriff's Deputies/ County Agents Contracted	Number of Sheriff's Deputies/ County Agents Contracted	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2025	Annual Costs 2025	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2026	Annual Costs 2026	Annual Rate for each Sheriff's Deputy/ County Agent to Public Body in 2027*	Annual Costs 2027*
Major		\$266,154		\$290,374		\$316,798	
Captain		\$243,694		\$265,870		\$290,064	
Lieutenant	1	\$218,932	\$218,932	\$238,855	\$238,855	\$260,591	\$260,591
Patrol Sergeant	4	\$197,156	\$788,624	\$215,097	\$860,388	\$234,671	\$938,684
Detective Sergeant	1	\$204,833	\$204,833	\$223,473	\$223,473	\$243,809	\$243,809
Deputy II (with fill)		\$204,460		\$223,066		\$243,365	
Deputy II (no-fill/no vehicle)	1	\$164,028	\$164,028	\$178,955	\$178,955	\$195,239	\$195,239
Deputy II (no-fill) Shared Vehicle	21	\$172,600	\$3,624,600	\$188,307	\$3,954,447	\$205,443	\$4,314,303
Deputy II (no-fill) Dedicated Marked Vehicle		\$187,116		\$204,144		\$222,721	
School Resource Officer – Marked Vehicle	3	\$187,116	\$561,348	\$204,144	\$612,432	\$222,721	\$668,163
Detective – Unmarked Vehicle	4	\$180,102	\$720,408	\$196,491	\$785,964	\$214,372	\$857,488
Sheriff Administrative Specialist		\$97,523		\$106,397		\$116,079	
Financial Services Tech I		\$89,982		\$98,170		\$107,104	
Building Front desk PTNE Deputies		\$29.32 per hour		\$31.99 per hour		\$34.90 per hour	
PTNE Office Support Clerk Senior		\$26.39 per hour		\$28.79 per hour		\$31.41 per hour	
TOTAL	35		\$6,282,773		\$6,854,514		\$7,478,277

NOTE: The OCSO will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

PTNE (Part-Time Not Exempt) County Agents are billed on an hourly basis and will not exceed 1,000 hours annually. The PTNE County Agents' hours worked may vary.

* 2027 Rates are subject to change based on CPI. Actual Rates to be determined by November 2025. CPI as provided by Michigan State Tax Commission.

EXHIBIT B

HOLIDAY PAY

Rank of Sheriff's Deputies/County Agents Contracted	<u>Regular Holiday Pay</u>	<u>Regular Holiday Pay – Not Worked¹</u>	<u>Holiday Overtime²</u>	<u>Overtime</u>	<u>Additional Charges</u>
Major	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NOT ELIGIBLE</u>	<u>NOT ELIGIBLE</u>	<u>NO</u>
Captain	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NOT ELIGIBLE</u>	<u>NOT ELIGIBLE</u>	<u>NO</u>
Lieutenant	<u>INCLUDED</u>	<u>OPTIONAL³</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Patrol Sergeant	<u>INCLUDED</u>	<u>OPTIONAL</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Detective Sergeant	<u>INCLUDED</u>	<u>OPTIONAL</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (with fill)	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>INCLUDED</u>	<u>NO</u>
Deputy II (no- fill/no vehicle)	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (no-fill) Shared Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Deputy II (no-fill) Dedicated Marked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
School Resource Officer – Marked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Detective – Unmarked Vehicle	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Sheriff Administrative Specialist	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>
Financial Services Tech I	<u>INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>NOT INCLUDED</u>	<u>YES</u>

NOTE: As used above, "INCLUDED" or "NOT INCLUDED" mean whether or not these costs are included in the monthly charges shown in **Exhibit A**

¹ Billed using the Regular Hourly Rate indicated in **Exhibit C**. "INCLUDED" is calculated using 5 paid leave days in lieu of 3 holidays. In December, communities with No-Fill Deputies will be charged for 2 days (16 hours) at the Regular Hourly Rate.

² Billed using the Overtime Hourly Rate indicated in **Exhibit C**.

³ "OPTIONAL" means that it will depend on the OCSO's holiday schedule, the individual's work schedule, and the collective bargaining agreement.

EXHIBIT C

OVERTIME

Rank of Sheriff's Deputies Contracted	Regular Hourly Rate 2025	Overtime Hourly Rate 2025	Regular Hourly Rate 2026	Overtime Hourly Rate 2026	Regular Hourly Rate 2027*	Regular Hourly Rate 2027*
Major	NA	NA	NA	NA	NA	NA
Captain	NA	NA	NA	NA	NA	NA
Lieutenant	\$74.12	\$111.19	\$80.86	\$121.30	\$88.22	\$132.34
Patrol Sergeant	\$67.17	\$100.76	\$73.28	\$109.93	\$79.95	\$119.93
Detective Sergeant	\$67.17	\$100.76	\$73.28	\$109.93	\$79.95	\$119.93
Deputy II (with fill)	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill/no vehicle)	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill) Shared Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Deputy II (no-fill) Dedicated Marked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
School Resource Officer – Marked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Detective – Unmarked Vehicle	\$54.98	\$82.47	\$59.98	\$89.97	\$65.44	\$98.16
Sheriff Administrative Specialist	\$46.89	\$70.33	\$51.15	\$76.73	\$55.81	\$83.71
Financial Services Tech I	\$43.26	\$64.89	\$47.20	\$70.80	\$51.49	\$77.24
Building Front Desk PTNE Deputies	\$29.32	\$43.98	\$31.99	\$47.98	\$34.90	\$52.35
PTNE Office Support Clerk Senior	\$26.39	\$39.58	\$28.79	\$43.18	\$31.41	\$47.11

* 2027 Rates are subject to change based on CPI. Actual Rates to be determined by November 2025.
CPI as provided by Michigan State Tax Commission.

EXHIBIT D

INDEPENDENCE TOWNSHIP REQUEST FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

TO: MICHAEL J. BOUCHARD, Oakland County Sheriff
OAKLAND COUNTY SHERIFF'S OFFICE
1200 N. Telegraph Road, Bldg. 38 East
PONTIAC, MI 48341-1044
Phone: (248)858-5001; Fax: (248)858-1806

FROM: NAME, Title (or designated representative)
PUBLIC BODY
ADDRESS CITY, MI ZIP
Phone: (248) XXX-XXXX; FAX (248) XXX-XXXX

The Public Body, pursuant to the 2025-2027 Law Enforcement Services Agreement between the Public Body, the Sheriff, and Oakland County, requests that the Sheriff provide the numbers and ranks of Sheriff's Deputies for the periods of time indicated below, to provide supplemental Law Enforcement Services for the following:

SPECIAL EVENT DESCRIPTION: _____

DATE OF SPECIAL EVENT: _____

LOCATION: _____

DURATION OF REQUESTED DEPUTY SERVICES: Start _____ End _____

NUMBER(s) and RANK(s) of SHERIFF'S DEPUTIES requested:

Number(s) of SHERIFF'S DEPUTIES Requested	Rank(s) of SHERIFF'S DEPUTIES Requested	Rate

The Public body understands that it will be billed using the current overtime rate(s) set by OCSO for the deputies providing the supplemental Law Enforcements Services. The Public Body will pay the OCSO for all supplemental Law Enforcement Services that are provided. If the Public Body purchases or otherwise obtains a special event insurance policy or other similar insurance policy for the special event described above in this attachment form, the County of Oakland and OCSO, including County Agents, shall be named as additional insureds on the insurance policy. The undersigned acknowledges and affirms that he or she has been authorized by the [NAME OF PUBLIC BODY] to initiate this request and bind the [PUBLIC BODY] to reimburse Oakland County for the costs incurred in response to preparing to or assigning the above Number(s) and Rank(s) of Sheriff's Deputies to provide the requested Law Enforcement Services.

Name, Title
(or designated representative) Date: _____

Reviewed and Approved by: _____ [Captain] Date: _____

Gaia Piir, Sheriff Fiscal Officer Date: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 6330 Middle Lake Road Curbing and Catch Basin

WHEREAS, a collapsed drain and culvert at 6330 Middle Lake Road has been resulting in erosion of the road way and flooding of the adjacent property, and;

WHEREAS, representatives from City Engineer Hubbell, Roth, and Clark have reviewed the matter and recommended that new concrete curbing and catch basin be installed by a reputable concrete contractor, and;

WHEREAS, the City requested quotes from four (4) concrete contractors but only received two quotes in return, as shown on the attached summary, and;

WHEREAS, the low-cost bidder, Orozco's Concrete & Construction Company, was the approved contractor on two previous concrete curb & gutter projects in the City (3 N. Holcomb and 80 Robertson Court), and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Manager to contract with Orozco's Concrete & Construction Company to construct new curbing and catch basin to tie in to the existing driveway culvert at 6330 Middle Lake Road at a not-to-exceed cost of \$8,200, to be funded by the City's Parking Fund (231-000-001.000) designated for road, sidewalk and parking lot maintenance.

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

August 24, 2026

Date

City of the Village of Clarkston - Comparison of Bids

Subject: Installation of Concrete Curbing and Concrete Catch Basin on Middle Lake Road

Quote#	Company, Location	Quoted Price	Specifications / Comments
1	Orozco's Concrete & Construction Co, Lincoln Park, MI	\$8,200.00	1.) Sawcut the existing asphalt roadway as needed 2.) Form and pour between 25 and 30 feet of new mountable curb reinforced with rebar 3.) Install new catch basin with sump and beehive top connected to the existing 12" driveway culvert 4.) Form and pour a concrete catch basin surround connected to curbing 5.) Haul away all trash and debris
2	ARMS Reach Excavating Holly, MI	\$9,410.00	
3	DeGains Masonry Flint, MI	Quote Not Provided	
4	OCR, Inc. Auburn Hills, MI	Quote Not Provided	

August 24, 2026

Recommended Contractor

Orozco's Concrete & Construction
1411 Ferris Ave
Lincoln Park, MI 48146

Bradley Dicks 248-568-6464

ESTIMATE

The City of the Village of Clarkston, MI
6330 Middle Lake Rd
Clarkston, MI 48346
Shallow profile curb/gutter with storm water
collection basin with an extra deep sediment
bowl and a

Estimate # 0000415

Estimate Date 06/11/2026

Item	Description	Unit Price	Quantity	Amount
	Excavate, form and pour on a suitable compacted 4" base, 25 feet of shallow curb/gutter that matches opposite side of the street. Excavate and pour up to 50 sq ft of water catch basin with a deep drop down to catch sediment before flowing thru. Excavate opposing side of the driveway down to elevation for water to flow out. Excavate an extra two inches and replace with 50 sq feet of sod. Haulaway all spoils and asphalt from the road where the curb/gutter will be.	8200.00	1.00	8,200.00
NOTES: We have a new up to date Insurance policy that I will send you. Let me know if the city needs to be named in a COI.				
Subtotal				8,200.00
Total				8,200.00
Amount Paid				0.00
Estimate				\$8,200.00

ARMS Reach Excavating LLC

945 E. Maple St
Holly, MI 48442
248-249-1992

INVOICE

2568

8/20/2026

Due Date: DATE

BILL TO:

City of the Village of Clarkston

CC: Jonathan Smith
375 Depot rd
Clarkston mi 48346

DESCRIPTION

AMOUNT

Install a precast catch basin with a behive top on Middle lake rd at Overlook

Add a 12 inch CMP pipe out of basin and connect to exsisting CMP pipe under driveway

Pour 30 feet of mountable curb on middle lake and a spill way around new basin

\$9,410.00

pricing based on todays rates, prices subject to change

TOTAL

\$9,410.00

Make all checks payable to ARMS Reach Excavating LLC

Thank you for your business!