



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 – September 28, 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. Veteran's Banner Program
7. City Manager's Report
8. Consent Agenda:
 - a. Final Minutes of the August 24th Regular Meeting
 - b. Draft Minutes of the September 14th Regular Meeting
 - c. Treasurer's Report September 28, 2026

9. Unfinished Business:

- a. None

10. New Business:

- a. Discussion: Veteran's Banner Program (Joette Kunse)
- b. Discussion: Rental Housing Inspection Program (Independence Township Example)

11. Adjourn Meeting

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

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



**You are invited to come and be part of the raising of the
Veterans' Banners on Main Street Clarkston**

Thursday, October 1, 2026 at 1:00 p.m. in front of the Wood Shop.

**Brief ceremony to commemorate the first Veterans' Banners to be placed, then we will adjourn to the
Clarkston City Council Board room for conversations and refreshments.**

Please R.S.V.P. to jkhorses46@gmail.com or 248 514 1729

Sashabaw Plains Chapter NSDAR

Service to Veterans Co-Chairs

Joette Kunse & Margaret Balanowski

City of the Village of Clarkston
City Manager Report
September 28, 2026

Status of Brick Wall Repair

The contractor selected to repair the brick retaining wall at 69 S. Main is not responding and will need to be replaced. No monies have been paid to him. I have started to seek out new contractors and obtain new quotes.

Depot Park Memorial Bench & Tree Program

The Memorial Tree and Bench program – where local families can purchase a tree or park bench in memory of loved one – has been in place for many years. But after a flurry of new memorials in recent years, it is my proposal to place the program on indefinite hold. It could be argued that there are already too many memorials in the park.

Out of the Office

I will be out of the office the week of September 28th, returning on Monday, October 5th.

Respectfully submitted, **Jonathan Smith, City Manager, September 24, 2026**



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

Final Minutes of the August 24, 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, Avery, Casey, Forte, Jones, and Quisenberry.
- Councilmembers Absent: Mayor Pro Tem Rodgers
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Gerald Fisher, City Attorney.

4. Approval of Agenda:

- Motion by Quisenberry, Support by Jones, 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

- New AED Machine
- Building Permit Activity
- Ordinance Enforcement
- Fire Hydrant Painting

8. Oakland County Sheriff's Report for July

9. Consent Agenda

- Final Minutes of the July 27, 2026, Regular Meeting
- Draft Minutes of the August 10, 2026, Regular Meeting
- Treasurer's Report August 24, 2026

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

10. **Unfinished Business:**

- a. None

11. **New Business:**

- a. Motion: Chamber of Commerce Light Post Decoration Proposal
Executive Director Osmialowski was present and explained the fall lamppost design for the last Quarter of the year.
- b. Discussion: Primary Election Recap
Clerk Guillen explained the success of the City administering our own 9 days of early voting for our residents. She further discussed voter turnout for election day and absentee voting.
- c. Discussion: E. Church Street Paving Status and Cost
City Manager Smith discussed the recent E. Church Street paving and the costs associated with it, including the grant that helped with partial funding.
- d. Discussion: Oakland County Sheriff Contract
City Manager Smith led an extensive discussion regarding the Oakland County Sheriff Contract.
- e. Resolution: Middle Lake Catch Basin & Curb Installation
Motion by Forte, Support by Avery, 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. VOTE: Jones – Yes, Quisenberry – Yes, Wylie – Yes, Avery – Yes, Casey – Yes, and Forte – Yes. MOTION CARRIED, 6-0.

12. Motion: Adjourn Meeting at 8:32 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.



City of the Village of Clarkston
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Draft Minutes of the September 14, 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 Rogers, Avery, Casey, and Forte.
- Councilmembers Absent: Quisenberry and Jones
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk.

4. Approval of Agenda:

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

5. Public Comments:

- Public comment was held.

6. FYI:

- Arts in the Village – September 18th and 19th
- Taste of Clarkston – September 27th
- Public Information Session on Millage Proposal – September 24th

7. City Manager Report

- Status of Brick Wall Repair
- Status of e-Bike Ordinance
- Public Information Session

8. Oakland County Sheriff's Report for August

9. Consent Agenda

- Final Minutes of the August 10, 2026, Regular Meeting
- Draft Minutes of the August 24, 2026, Regular Meeting
- Treasurer's Report September 14, 2026

Motion by Rodgers, Support by Forte, to approve the Consent Agenda as amended and presented. All Aye. Nay – None. MOTION CARRIED, 5-0

10. **Unfinished Business:**

- a. None

11. **New Business:**

- a. Discussion: 100 People who Care Program

Katie Hess and Kris Rodgers addressed Council regarding a new group called "100 People Who Care Clarkston Area" which is a local giving circle and discussed how they come together quarterly to make a big impact for nonprofits in Southeast Michigan.

- b. Discussion: Rental Inspection Program

City Manager Smith discussed in detail collaborating with Independence Township regarding starting and enforcing a Rental Inspection Program for the City.

12. Motion: Adjourn Meeting at 7:41 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.

Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 08/31/2026 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 08/31/2026 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 08/31/2026 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 08/31/2026 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 August 2026

\$ 450.00

Court/Prosecution August 2026

\$ 15.00

Professional Services September 2026

\$ -

Court/Prosecution September 2026

\$ -

\$ 465.00

Sub total Invoices for review

\$ 465.00

VII. Other Checks for Review

\$ -

\$ -

\$ -

\$ -

Total Other Checks for Review

\$ -

Grand Total

\$ 465.00

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27	2026-27	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	08/31/2026	BALANCE	USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	745,146.00	745,146.00	49,351.82	695,794.18	6.62
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	2,641.09	9,458.91	21.83
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	15,761.00	91,844.00	14.65
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	734.17	3,365.83	17.91
101-000-665.000	INTEREST EARNED	1,958.00	1,958.00	870.04	1,087.96	44.44
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	450.00	3,050.00	12.86
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	1,325.00	(1,325.00)	100.00
101-000-670.001	SPECIAL EVENTS REVENUE	3,250.00	3,250.00	1,050.00	2,200.00	32.31
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	177,201.78	795,220.22	18.22
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	177,201.78	796,220.22	18.20
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	948.58	10,522.42	8.27
101-172-703.003	SALARY - CITY MANAGER	59,972.00	59,972.00	9,226.48	50,745.52	15.38
101-172-714.000	MERS - EMPLOYER MATCH	1,799.00	1,799.00	276.80	1,522.20	15.39
101-172-715.000	CITY FICA EXPENSE	5,465.00	5,465.00	778.39	4,686.61	14.24
101-172-719.000	CITY SUTA MESC EXPENSE	10.00	10.00	0.66	9.34	6.60
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	508.99	5,241.01	8.85
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	1,240.65	4,259.35	22.56
101-172-850.000	TELEPHONE EXPENSE	10,700.00	10,700.00	1,809.83	8,890.17	16.91
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	9,500.00	9,500.00	4,520.88	4,979.12	47.59
101-172-860.000	MILEAGE/CONFERENCE	1,750.00	1,750.00	249.40	1,500.60	14.25
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

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 172 - ADMINISTRATION						
		117,962.00	117,962.00	19,647.63	98,314.37	16.66
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	51,500.00	51,500.00	7,923.08	43,576.92	15.38
101-215-715.000	CITY FICA EXPENSE	3,940.00	3,940.00	606.11	3,333.89	15.38
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	80.00	120.00	40.00
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	8,609.19	51,307.81	14.37
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	457.04	2,042.96	18.28
Total Dept 248 - HOLIDAY MARKET						
		2,500.00	2,500.00	457.04	2,042.96	18.28
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	41,200.00	41,200.00	6,338.48	34,861.52	15.38
101-253-715.000	CITY FICA EXPENSE	3,152.00	3,152.00	484.89	2,667.11	15.38
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	52.10	347.90	13.03
Total Dept 253 - TREASURER						
		50,207.00	50,207.00	9,889.61	40,317.39	19.70
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						
101-262-715.000	CITY FICA EXPENSE	0.00	0.00	210.00	(210.00)	100.00
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	5,245.00	(745.00)	116.56
101-262-901.000	PUBLICATIONS	500.00	500.00	144.00	356.00	28.80
Total Dept 262 - ELECTIONS						
		20,800.00	20,800.00	5,658.35	15,141.65	27.20

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	WAGES - BUILDING MAINTENANCE	6,798.00	6,798.00	1,713.20	5,084.80	25.20
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	5,164.12	21,615.88	19.28
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	526.13	2,458.87	17.63
101-265-726.004	SUPPLIES-VH BUILDING	2,500.00	2,500.00	19.97	2,480.03	0.80
101-265-728.000	PARK MATERIALS	13,000.00	13,000.00	333.60	12,666.40	2.57
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	324.06	2,992.94	9.77
101-265-921.000	CONSUMERS ENERGY-VH	2,544.00	2,544.00	30.89	2,513.11	1.21
101-265-923.000	DTE UPPER PARKING LOT	4,726.00	4,726.00	185.89	4,540.11	3.93
101-265-923.001	DTE DEPOT PARK	500.00	500.00	36.63	463.37	7.33
101-265-924.000	SEWER & WATER-VH	1,200.00	1,200.00	244.12	955.88	20.34
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	9,377.78	71,654.22	11.57
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	4,005.00	25,995.00	13.35
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	4,005.00	25,995.00	13.35
Dept 267 - INSURANCES						
101-267-961.001	PROPERTY INSURANCE	1,311.00	1,311.00	1,414.00	(103.00)	107.86
101-267-961.002	ERRORS & OMISSIONS INSURANCE	8,137.00	8,137.00	8,334.00	(197.00)	102.42
101-267-961.003	GENERAL LIABILITY INSURANCE	3,367.00	3,367.00	3,509.00	(142.00)	104.22
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	1,041.00	1,041.00	1,165.00	(124.00)	111.91
101-267-961.005	EQUIPMENT INSURANCE	3,410.00	3,410.00	3,496.00	(86.00)	102.52
Total Dept 267 - INSURANCES		17,266.00	17,266.00	17,918.00	(652.00)	103.78
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

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	4,532.00	4,532.00	2,309.76	2,222.24	50.97
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	3,236.40	15,163.60	17.59
101-441-713.000	PHYSICAL EXPENSES	500.00	500.00	305.00	195.00	61.00
101-441-714.000	MERS - EMPLOYER MATCH	3,173.00	3,173.00	452.44	2,720.56	14.26
101-441-715.000	CITY FICA EXPENSE	682.00	682.00	250.26	431.74	36.70
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	150.00	750.00	16.67
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	7,920.57	47,038.43	14.41
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	2,266.00	2,266.00	115.36	2,150.64	5.09
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	48.12	404.88	10.62
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	850.00	850.00	48.12	801.88	5.66
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	16.22	397.78	3.92
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	152.99	5,847.01	2.55
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		26,302.00	26,302.00	721.86	25,580.14	2.74
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	22,092.00	22,092.00	2,006.63	20,085.37	9.08
Total Dept 448 - STREET LIGHTING		22,092.00	22,092.00	2,006.63	20,085.37	9.08
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	800.00	800.00	262.44	537.56	32.81
Total Dept 569 - WATERSHED COUNCIL		800.00	800.00	262.44	537.56	32.81
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

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	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	375.00	125.00	75.00
Total Dept 701 - PLANNING		12,250.00	12,250.00	450.00	11,800.00	3.67
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	101,924.10	871,497.90	10.47
Fund 101 - GENERAL:						
TOTAL REVENUES		973,422.00	973,422.00	177,201.78	796,220.22	18.20
TOTAL EXPENDITURES		973,422.00	973,422.00	101,924.10	871,497.90	10.47
NET OF REVENUES & EXPENDITURES		0.00	0.00	75,277.68	(75,277.68)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	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	16,127.00	77,873.00	17.16
Total Dept 000 - GENERAL		94,000.00	94,000.00	16,127.00	77,873.00	17.16
TOTAL REVENUES		94,000.00	94,000.00	16,127.00	77,873.00	17.16
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	15,450.00	15,450.00	4,148.34	11,301.66	26.85
202-451-703.008	SALARY - NON-WINTER O/T MAINT	2,575.00	2,575.00	167.48	2,407.52	6.50
202-451-715.000	CITY FICA EXPENSE	1,379.00	1,379.00	330.16	1,048.84	23.94
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	4,645.98	22,758.02	16.95
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	4,645.98	75,713.02	5.78
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		94,000.00	94,000.00	16,127.00	77,873.00	17.16
TOTAL EXPENDITURES		80,359.00	80,359.00	4,645.98	75,713.02	5.78
NET OF REVENUES & EXPENDITURES		13,641.00	13,641.00	11,481.02	2,159.98	84.17

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	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	5,611.36	29,388.64	16.03
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	5,611.36	139,388.64	3.87
TOTAL REVENUES		145,000.00	145,000.00	5,611.36	139,388.64	3.87
Expenditures						
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
203-449-971.000	STREET CONSTRUCTION	100,000.00	100,000.00	4,074.76	95,925.24	4.07
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		100,000.00	100,000.00	4,074.76	95,925.24	4.07
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	6,180.00	6,180.00	1,534.30	4,645.70	24.83
203-451-703.008	SALARY - NON-WINTER O/T MAINT	1,030.00	1,030.00	61.96	968.04	6.02
203-451-715.000	CITY FICA EXPENSE	552.00	552.00	122.10	429.90	22.12
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	1,718.36	12,843.64	11.80
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	6,214.77	(4,714.77)	414.32
Total Dept 701 - PLANNING		1,500.00	1,500.00	6,214.77	(4,714.77)	414.32
TOTAL EXPENDITURES		142,205.00	142,205.00	12,007.89	130,197.11	8.44

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		145,000.00	145,000.00	5,611.36	139,388.64	3.87
TOTAL EXPENDITURES		142,205.00	142,205.00	12,007.89	130,197.11	8.44
NET OF REVENUES & EXPENDITURES		2,795.00	2,795.00	(6,396.53)	9,191.53	228.86
TOTAL REVENUES - ALL FUNDS		1,212,422.00	1,212,422.00	198,940.14	1,013,481.86	16.41
TOTAL EXPENDITURES - ALL FUNDS		1,195,986.00	1,195,986.00	118,577.97	1,077,408.03	9.91
NET OF REVENUES & EXPENDITURES		16,436.00	16,436.00	80,362.17	(63,926.17)	488.94

ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.

27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

September 10, 2026



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

Invoice # 1086488

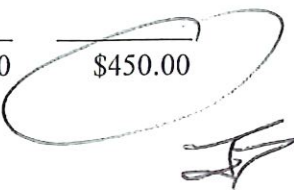
In Reference To: Richard Bisio vs. Village of Clarkston (2nd Suit)
Oakland County Circuit Court Case No. 25-214780-AA

Professional Services Rendered Through August 31, 2026

		<u>Hrs/Rate</u>	<u>Amount</u>	
8/3/2026	KBK	Receipt/review of Order Denying Plaintiff/Appellant's Application for Leave to Appeal	0.10 150.00/hr	15.00 ✓
8/7/2026	KBK	Correspondence to J. Smith regarding denial of Application for Leave by court of appeals	0.20 150.00/hr	30.00 ✓
	KBK	Receipt/review correspondence from Appellant regarding denial of Application for Leave to Appeal in the court of appeals and next steps in the circuit court	0.20 150.00/hr	30.00 ✓
	KBK	Multiple correspondence with Assistant Attorney General regarding next steps regarding Bisio appeal	0.20 150.00/hr	30.00 ✓
8/10/2026	KBK	Telephone conference with Assistant Attorney General E. Grill regarding next steps for appeal following denial of application to leave	0.50 150.00/hr	75.00 ✓
8/12/2026	KBK	Appearance in court via zoom for status conference	0.50 150.00/hr	75.00 ✓
8/13/2026	KBK	Multiple correspondence with Judge Matthews' staff attorney regarding briefing schedule	0.30 150.00/hr	45.00 ✓

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

		<u>Hrs/Rate</u>	<u>Amount</u>	
8/17/2026	KBK	Review of Appellant's Motion for Reconsideration of Order Denying Leave for Appeal	0.80 150.00/hr	120.00 ✓
	KBK	Multiple correspondence with Judge Matthews' staff attorney regarding scheduling order for appeal	0.20 150.00/hr	30.00 ✓
		For professional services rendered	3.00	\$450.00



ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.

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September 10, 2026



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

Invoice # 1086489

In Reference To: City of the Village of Clarkston Prosecutions

Professional Services Rendered Through August 31, 2026

	<u>Hrs/Rate</u>	<u>Amount</u>
8/3/2026 KBK Receipt/review correspondence from defense counsel regarding victim attempting to contact Defendant regarding <i>People v Krall</i>	0.10 150.00/hr	15.00 ✓
For professional services rendered	0.10	<u>\$15.00</u>



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



**You are invited to come and be part of the raising of the
Veterans' Banners on Main Street Clarkston**

Thursday, October 1, 2026 at 1:00 p.m. in front of the Wood Shop.

**Brief ceremony to commemorate the first Veterans' Banners to be placed, then we will adjourn to the
Clarkston City Council Board room for conversations and refreshments.**

Please R.S.V.P. to jkhorses46@gmail.com or 248 514 1729

Sashabaw Plains Chapter NSDAR

Service to Veterans Co-Chairs

Joette Kunse & Margaret Balanowski

Independence Township

Rental Housing Inspection Program

Who needs to register?

All owners of residential properties in Independence Township, including single family homes, duplexes, condominiums, mobile homes, and multifamily buildings

When does the Ordinance go into effect?

The Ordinance takes effect on January 1, 2026. All rental properties must begin the registration and inspection process starting on or after this date.

What is required to comply?

Property owners must register their rental property, complete an inspection, correct any noted violations, and obtain a Certificate of Compliance.

How long is the Certificate of Compliance valid?

Certificates are valid for 24-months unless otherwise noted

Is there a fee?

Yes. Fees are outlined in the Township's approved [Fee Schedule](#) and cover registration, inspections, and re-inspections if needed.

What happens if I don't register or comply?

Failure to comply may result in fines, citations, and the inability to legally rent the property until all requirements are met.

What if my tenant won't allow an inspection?

The Township will work with you to follow the legal process, which may include notice requirements or an Administrative Warrant if necessary.

Who can I contact with Questions?

Please email rentals@indtwp.com or visit the Building Department counter.



RENTAL HOUSING

GENERAL PROPERTY MAINTENANCE CHECKLIST

(See 2021 IPMC for complete listing of code requirements)

GENERAL

- **Smoke Alarms:** One in each sleeping area/one outside sleeping areas (e.g. hallway)/at least one on every floor including basement ****check unit expiration dates**** (hardwired systems must be maintained)
- **Carbon monoxide alarms:** Near sleeping areas in homes equipped with fuel-fired appliances or attached garages ****check unit expiration dates****
- Combination smoke/carbon monoxide alarms acceptable where one or both are required
- Operable escape windows in sleeping areas
- Windows & doors in good operational condition
- Exterior windows and doors must be weather tight
- Window inspect screens are required year-round
- Building free from structural safety defects
- Stairs free from safety defects with required handrails at proper height
- Excessive fire loads prohibited (hoarding with no clear path of egress)
- Structure shall be free from unsanitary conditions and pest/rodent infestation

EXTERIOR

- Concrete surfaces in good repair & free of safety defects (porch/steps/driveway/walkway)
- Masonry/siding/trim free from defects
- Fascia/soffits/gutters free from defects
- Roof in good repair & free of defects
- All penetrations sealed & caulked
- Chimney operational & free from defects
- Accessory structures free from defects
- No environmental blight:
 - o Grass height 8 inches or less
 - o Noxious weeds abated
 - o No inoperative/unlicensed vehicles
 - o No trash/debris/junk/building materials

BASEMENTS/ATTICS/CRAWL SPACES

- Attics free from mold defects (visible signs of water leaks, mold, rot)
- Mechanical vents routed to the exterior

- Crawl space free from defects
- Crawl space vapor barrier
- Stairs free from defects & guardrail/graspable handrail in place
- Walls free from structural defects such as bows/cracks/leaks canted
- Sump pumps operational and NOT connected to sanitary sewer system (disconnect if necessary)
- Emergency escape window in basement sleeping areas (where sleeping use is approved)

BATHROOMS/KITCHENS

- Plumbing system leak-free
- Proper water pressure maintained
- Hot water shall be tepid at the tap and not to exceed 120 degrees Fahrenheit (scalding danger)
- Non-absorbent sealed floor coverings
- GFCI outlets where required (replacement outlets GFCI where required)
- Cabinets/countertops free from safety defects

MECHANICAL/ELECTRICAL/PLUMBING

- Furnace safety clean & check (heat exchanger) by licensed contractor every five years
- Fuel fired appliances properly vented
- Temperature pressure relief valve installed
- Gas lines free from defects and openings properly connected or capped
- Proper clearance from combustible materials on furnace & water heater venting
- Habitable rooms heated to minimum of 68 degrees Fahrenheit
- Dryer vent made of smooth wall aluminum or other approved material (UL listed)
- Dryer on independent vent routed outside
- Extension cords prohibited as permanent wiring
- Outlet & switch cover plates required
- Electrical panel properly labeled
- S-type fuses shall be installed where applicable

BUILDING PERMITS REQUIRED:

- For Existing installations
- New installations without permit shall be retroactively permitted & inspected at owner's expense after repairs (when deemed necessary by Building Official)

EFFECTIVE JANUARY 2, 2026 RENTAL HOUSING CERTIFICATION FEE SCHEDULE ORDINANCE # 2025-10-001		
REGISTRATION FEES (<i>one-time fee per ownership</i>)		
SINGLE FAMILY HOUSES	\$120	Single family & owner-occupied duplex
DUPLEX 2-FAMILY HOUSES	\$140	Duplex structure with two rental units
MULTIFAMILY BUILDINGS	\$150	Per building with 3 or more units each
RENEWAL ADMINISTRATIVE FEE	\$75	All types upon renewal
Failure to Register/Late Registration	\$250	Per Structure + Required Inspection Fees
INSPECTION FEES		
SINGLE FAMILY		
Inspection	\$150	Interior & Exterior
DUPLEX / 2-FAMILY		
Inspection	\$75	Exterior Bldg & Grounds
	\$75	Interior per Dwelling Unit
MULTIFAMILY		
Inspection	\$120	Each Bldg Exterior & Grounds
	\$80	Each Dwelling Unit
	\$75	Each Accessory Facility (mechanical, laundry, boiler, pool/recreation, storage, office, etc)
ALL STRUCTURES		
Re-Inspection	\$75	Each Compliance Verification Visit
Owner/Agent Transfer	\$50	Per Structure
Complaint Response/Inspection	\$80	Investigate/inspect tenant complaint
Inspection No Show/Lock Out/Late Cancellation	→	Equal to Scheduled Inspection Fee
Administrative Inspection Warrant	\$300	Per Dwelling Unit + Required Inspection Fees
ENFORCEMENT ACTIVITY		
Notice/Posting of Property	\$100	Per building posted as non-compliant
Records Check	\$30	Check receipt of required documents
Enforcement Administrative Fee	\$200	Per ticket issued to appear in court

* Initial inspection fees for all structure types includes one (1) re-inspection; additional re-inspections are charged separately as necessary.

** How complaint inspection fee responsibility is determined:

- Code violations present = landlord responsibility for invoice;
- No code violations present = tenant responsibility for invoice;
- Tenants will be asked to provide documentation of prior written repair requests to their landlord when filing a complaint.

*** Late cancellation fees may be waived in consideration of unexpected events outside of the control of the responsible local party resulting in cancellation of a scheduled inspection less than 72 hours in advance. Each owner shall be granted one late cancellation at no cost per certification cycle.



STATE OF MICHIGAN
COUNTY OF OAKLAND
CHARTER TOWNSHIP OF INDEPENDENCE

ORDINANCE NO. 2025-10-001

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES AS IT RELATES TO BUILDINGS AND BUILDING REGULATIONS FOR THE PURPOSE OF REGULATING RENTAL HOUSING AND TO SET FORTH PENALTIES BY AMENDING CHAPTER 10 TO ADD NEW ARTICLE IV ENTITLED "RENTAL HOUSING CERTIFICATION" TO THE INDEPENDENCE TOWNSHIP CODE OF ORDINANCES.

The Charter Township of Independence ordains:

Section 1. Amendment. The Charter Township of Independence Code of Ordinances, Chapter 10 – Buildings and Building Regulations, is hereby amended by adding Article IV entitled, "Rental Housing Certification" to read as follows:

Sec. 10-80. – Purpose.

The purpose of this article is to establish certain responsibilities and duties of landlords and tenants essential to make such dwellings safe, sanitary, and fit for human habitation, to provide for registration with the Building Department, to provide for biennial property maintenance inspections, to require a certificate of compliance issued by the Building Department in order to occupy residential rental structures and residential rental units, and to designate penalties for violations of this article. Further, the purposes of this article are:

- (a) to ensure that all non-owner-occupied housing units are being maintained in conformance with all applicable building and safety codes, rules, and regulations for the protection of the public health and safety of the residents of rental units and the community;
- (b) to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or abatement of rental properties that do not meet minimum building and housing code standards, exterior maintenance standards, fire code standards, and site maintenance standards all in an attempt to create and maintain a healthy, safe and crime and nuisance free environment to further preserve and enhance the quality of life for the residents of the Township living in rental units, as well as the community as a whole;
- (c) to regulate residential rental housing through registration, inspection, and certification to protect the public health, safety, and welfare, and to achieve the goals of this Article; and
- (d) to assist the Township with information to provide more adequate police, fire, and emergency protection; more equal and equitable real and personal property taxation; better efficiency and economy in furnishing public utility services; and more comprehensive and informed planning and zoning for uses of land and structures within the Township.

Sec. 10-81. – Definitions.

The following words, terms, and phrases used in this Ordinance shall have the meanings ascribed to them

in this section, except where the context clearly indicates a different meaning:

Apartment. An attached dwelling unit with party or common walls, contained in a building with other dwelling units or sharing the occupancy of a building with other than a residential use. Apartments are commonly accessed by common stair landing or walkway. Apartments are typically rented to the occupants. Apartment buildings often may have a central heating system and other central utility connections. Apartments typically do not have their own yard space. Apartments are also known as garden apartments or flats.

Apartment complex. One or more parcels of land containing a group of multifamily buildings owned or managed by the same person or entity. Apartment complexes typically provide parking lots and other site amenities for tenants and guests.

Building Code. means the State of Michigan construction code.

Building Official. means the administrative official appointed by the Township Board charged with the responsibility of enforcing the Building Code.

Certificate of Compliance. A certificate issued by the Building Official indicating that the residential rental structure or unit identified on the certificate complies with all applicable provisions of this code on condition that the premises remain in safe, healthful and fit condition for occupancy. A certificate shall be valid for a period of twenty-four (24) months. A certificate may be immediately suspended if the Building Official determines that conditions exist which constitute a hazard to health or safety.

Certificate of Compliance incentive bonus. An additional twelve (12) months period of time that a certificate of compliance is valid.

Clean and Check Certification: Written certification by a licensed mechanical contractor indicating that a fuel-fired furnace or a wood-burning fireplace is safe and properly functioning.

Condominium unit. The portion of a condominium project designed and intended for separate ownership and use, as described in the master deed.

Department. The Independence Township Building Department.

Dwelling unit. That portion of a building designed or redesigned and intended for occupancy, including kitchen, dining, housekeeping, and bathroom facilities, as the home or residence of one (1) family. A motorized home, travel trailer, automobile chassis, tent, or the like, shall not be considered to constitute a dwelling unit.

Dwelling, multiple or multiple-family. A building designed and intended for use as a residence for three (3) or more families living independently of each other.

Dwelling, single-family attached. A row of three (3) or more attached one-family dwelling units erected side by side as a single building and having separate ingress and egress for each, and no side yards excepting end units, each of which have one (1) side yard.

Dwelling, single-family. A detached, freestanding building, containing one (1) dwelling unit.

Dwelling, two-family. A detached freestanding building, designed or redesigned and intended for occupancy by two (2) families, independent of each other, such as a duplex.

Family. Means either of the following:

1. A domestic family, that is, one or more persons living together and related by the bonds of consanguinity, marriage, or adoption, together with servants of the principal occupants and not more than one (1) additional unrelated person, with all of such individuals being domiciled together as a single, domestic, housekeeping unit in a dwelling; or
2. The functional equivalent of the domestic family, that is, persons living together in a dwelling unit whose relationship is of a permanent and distinct character and is the functional equivalent of a domestic family, with a demonstrable and recognizable bond that constitutes the functional equivalent of the bonds that render the domestic family a cohesive unit. All persons of the functional equivalent of the domestic family must be cooking and otherwise housekeeping as a single, nonprofit unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalent of the domestic family is likely or contemplated to exist for a limited or temporary duration. Except as otherwise required by law or by a lawful reasonable accommodation, the maximum number of occupants in a dwelling unit shall be determined by the objective standard of two persons per bedroom. For purposes of this subsection, "bedroom" shall have the meaning set forth in the Michigan Residential Code or, if not defined therein for a particular case, the building official shall determine whether a room qualifies as a bedroom consistent with applicable building and housing codes.

Fee. A monetary fee determined from time to time by Township Board resolution.

Initial phase-in period. The period of time from the effective date of this article through completion of the first inspection cycle, a duration of approximately two (2) years, during which time all residential rental structures and residential rental units in existence on the effective date of this article shall be required to be inspected and issued a Certificate of Compliance. It shall be permissible for a tenant to continue to occupy an existing residential rental unit during the initial phase-in period prior to issuance of a certificate of compliance as long as the property owner has registered the unit as required by this code. Any order of the Building Official or Fire Marshal prohibiting occupancy of a unit shall override this provision.

Lease. Any written or oral agreement that sets forth conditions concerning the use and occupancy of residential rental structures or residential rental units between an owner and tenant.

Life/safety code violation. Any physical condition or code violation that, in the opinion of the Building Official, poses a hazard, either imminent or looming, to the health and safety of occupants of a structure or the general public. Any *serious and imminent hazard* as defined in this ordinance and the Michigan House Law shall also constitute a life/safety code violation.

Mobile home. A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term "mobile home" shall not include motor homes, campers, recreational vehicles (whether licensed or not as motor vehicles) or other transportable structures designed for temporary use and which are not designed primarily for permanent residence.

Multifamily accessory facility. A mechanical room, boiler room, laundry room, storage area, recreation facility, or other similar facility located within a multifamily structure or on the property of one or more multifamily structures.

Multifamily building. A building containing three (3) or more multifamily dwelling units and multifamily accessory facilities. For inspection and certification purposes, the building exterior, interior common

hallways and stairways, and the exterior grounds are considered to be elements of a multifamily building.

Occupant Notice of Life/Safety Code Violation: A written notice delivered to the occupant of a rental unit informing the occupant of the existence of a life/safety code violation in accordance with the Housing of Law of Michigan MCL 125.532 as amended.

Owner. A person or entity with legal or possessory interest in a property, structure, or dwelling unit.

Person. Any individual, partnership, association or corporation or other entity to which the law assigns rights, duties, and responsibilities.

Posting. A placard affixed to a rental structure or rental unit by the Department to notify the owner and occupants of the existence of ongoing unresolved violations of this ordinance and/or the Property Maintenance ordinance. Posting is intended to be an intermediate step between a Notice of Violation and a citation to appear in court issued to the owner of a non-compliant rental structure or unit.

Rent. The consideration paid for the right to use and possess property, examples of which include, but are not limited to, the payment of money, the payment of taxes, the payment of utility expenses, the exchange of goods or services, the performance of home improvements or routine maintenance, the occupancy of a dwelling to maintain security, a form of employment compensation, the bartered or discounted exchange(s) of merchandise or services, labor, and the like.

Rental housing inspection guidelines. The provisions of Chapter 10, Article III, of the Code of Ordinances entitled Property Maintenance Code.

Rental housing registration. Submittal of an official application form and fee to the Building Department reporting ownership of a residential rental structure including all required data and information regarding said structure, dwellings and accessory facilities contained within said structure, and upon said premises, and including the Responsible Local Agent where applicable.

Residential rental structure. Any building that contains one or more residential dwelling units or one or more sleeping units that are occupied by non-owners regardless of whether one of the units is occupied by the owner. Transitional housing facilities and special accommodation uses are considered residential rental structures for purposes of this article.

Residential rental unit. Any apartment, room, dwelling, or portion thereof or any condominium unit for which a person or group of persons pays rent directly or indirectly to the owner thereof, or which is otherwise occupied by a non-owner regardless of length of occupancy, for the purpose of a person to reside therein. This definition includes single-family detached dwellings, single-family attached dwellings, two-family or duplex dwellings, multiple and multifamily dwellings, mobile homes, apartments, flats, and transitional housing facilities. This definition does not include: 1) single-family or duplex units in which the owner is assisting immediate family members in exchange for consideration (parents, step-parents, grandparents, children, step-children, grandchildren); 2) hotels and motels licensed and inspected by the state; 3) permitted bed and breakfast establishments, country-inn establishments, or any other similar facilities licensed and inspected by the State.

Responsible local agent. An individual person, corporation, partnership, or other legal entity designated to represent the owner of a residential rental structure on behalf of the owner. The responsible local agent must have a place of business or residence within fifty (50) miles of the Charter Township of Independence geographic boundaries. The responsible local agent shall be responsible for operating such premises in compliance with all the provisions of this Article and shall be the sole point-of-contact with the Department to facilitate the administration of this Article.

Serious and Imminent Hazard. A dangerous condition in a premises that could reasonably be expected to cause death or serious bodily harm to the occupants of the premises if that dangerous condition is not immediately corrected by the owner. If an inspector determines that a violation constitutes a serious and imminent hazard to the health or safety of the occupants, the enforcing agency shall notify the occupants in writing and shall notify the Michigan Department of Health and Human Services within 48 hours in compliance with MCL 125.532 of the Housing Law of Michigan.

Temporary certificate of compliance. A certificate issued for a residential rental structure or unit, following an inspection, which is found to be in substantial compliance with this Article and which, in the opinion of the building official, has no life/safety code violations. Such certificate shall state any remaining violations to be corrected and the date it expires at which time all remaining violations shall be corrected. A reasonable extension may be granted at the discretion of the building official. Failure by the owner to correct the violations within the specified time shall constitute a violation of this article.

Tenant. The person or persons entitled to the use and occupancy of a residential rental unit or any portion thereof.

Sec. 10-82. – Registration of residential rental structures required.

No person shall engage, or be engaged, in the operation, rental or leasing of a residential rental unit without first registering the residential rental structure and reporting all residential rental units and multifamily accessory facilities, if any, contained therein with the Department in the manner provided herein.

- (a) The owner of any existing residential rental structure(s) shall register each such structure with the Department within 30 days of the effective date of this Article.
- (b) All newly constructed residential rental structures shall be registered prior to the issuance of a certificate of occupancy by the Department.
- (c) Structures not subject to the provisions of this Article on the effective date of this Article that later become residential rental structures shall immediately be registered and comply with all other provisions of this Article prior to occupancy.
- (d) The registration shall include a description of all residential rental units and multifamily accessory facilities, if any, within each structure and upon said premises as indicated on the registration form provided by the Department.
- (e) Registration shall be required as follows:
 - 1) Each single-family and single-family detached dwelling shall require one registration.
 - 2) Condominiums and mobile homes shall register as single-family dwellings.
 - 3) Each two-family duplex dwelling shall require one registration.
 - 4) Each multifamily building shall require one registration, and every multifamily building on a property shall require a separate registration.
- (f) The registration of one residential rental structure shall not relieve the owner from the necessity of registering all other residential rental structures that he/she/it owns in the Township.

Sec. 10-83. – Responsible local agent.

The owner of a residential rental structure is, by default, the responsible local agent. An owner may, if they wish, designate another person or entity to be their responsible local agent. However, if the owner of a residential rental structure resides or maintains a place of business more than fifty (50) miles from the geographic boundaries of Independence Township, then the owner shall designate a person or entity to be their responsible local agent.

The responsible local agent shall maintain a place of business or residence within fifty (50) miles of the

Independence Township geographic boundaries and shall be responsible for operating and providing the Department access to the residential rental structure or residential rental unit.

All official notices and correspondence of the Township related to administration of this Article shall be issued to the responsible local agent, and any notice or correspondence so issued shall be deemed to have been issued upon the owner.

Sec. 10-84. – Registration forms.

- (a) Application for registration shall be made on a form provided by the Department and filed with the Department and shall include the following information:
 - 1) The parcel address of the structure, the type of structure, the number of dwelling units contained within the structure, and whether an owner occupies any portion of the structure.
 - 2) For multifamily structures, the registration shall include the street address or unit number of each dwelling unit, a description of each dwelling unit, the number of separate exterior dwelling entrances, and a listing of all multifamily accessory facilities as specified on the form.
 - 3) The owner's name, driver's license number, address, phone number, and email address. No post office box shall be accepted as a legal address, however, may be used as a mailing address upon written request of the owner.
 - 4) If the owner is a corporation, the registration shall include the name of the corporation, the Michigan corporate entity number, the corporate mailing address, phone number, and email address. Corporate registrations shall also include the name, mailing address, phone number and email address of the corporation's resident agent for legal service.
 - 5) The owner's signature or alternate method of conveying consent by a person or entity lawfully authorized to do so representing the owner or owner's estate.
 - 6) If applicable, the designation of a responsible local agent, driver's license number if an individual, mailing address, phone number, and email address.
 - 7) The responsible local agent's signature (if applicable).
 - 8) A statement indicating whether the rental structure being registered is situated on private property that is regulated by private HOA/COA rules, by-laws or deed restrictions, including the name and contact information for the HOA/COA. The Department shall notify the HOA/COA of the registration in order to promote harmony and eliminate conflict between Township ordinance requirements and private homeowner association (HOA/COA) regulations. The Township shall not enforce HOA/COA regulations.
 - 9) The applicable registration fees.
- (b) For multifamily structures, the owner shall provide a site plan or drawing depicting details of the property including locations of all structures, parking areas, and accessory facilities on the site, and a complete layout of each building showing building addresses, dwelling unit numbers and floor plans.

Sec. 10-85. – Certificate of compliance required.

- (a) The Department shall provide for the inspection of all residential rental structures, residential rental units, and multifamily accessory facilities pursuant to one (1) or more of the bases authorized by the Housing Law of Michigan for the purpose of determining whether the structures, units, and facilities comply with all applicable provisions of this Article. Those structures, units, and facilities that are determined to comply shall be issued a certificate of compliance.
 - 1) **Single-Family:** Each single-family dwelling, whether attached or detached, shall require a certificate of compliance. Condominium units and mobile homes shall be considered to be single-family dwellings for certification purposes.
 - 2) **Two-Family/Duplex:** Each two-family duplex dwelling shall require separate certificates of

compliance for the exterior building/grounds and each interior dwelling unit.

- 3) **Multifamily:** Each multifamily building, each multifamily accessory facility, and each multifamily dwelling unit shall require separate certificates of compliance, none of which may be unreasonably withheld pending issuance of any other within the same structure.
 - 4) **HUD Multifamily Inspections:** The Building Official has sole discretion to accept an inspection report of individual multifamily structures and dwelling units conducted by the United States Department of Housing and Urban Development (HUD) under the real estate assessment center (REAC/NSPIRE) inspection process as a substitute for an inspection conducted by the Department as authorized pursuant to MCLA 125.526 of the Housing Law of Michigan. Such substitute inspection must have been completed within twelve (12) months of the required Township inspection, must include written verifiable proof that all cited deficiencies have been corrected, and must be deemed acceptable by the Building Official. Upon acceptance, individual rental units shall be issued a certificate of compliance with no inspection fees.
- (b) An owner shall provide the Department with proof of insurance coverage, issued by an insurance company, that certifies that the structure(s) and unit(s) is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
 - (c) No person or entity, either the owner or the owner's responsible local agent, shall rent or lease a residential rental unit unless that owner or agent has first obtained valid certificates of compliance from the Department except during the limited period of time until the unit is first inspected during the initial phase-in period of this Article. For new construction that occurs after the effective date of this Article, the original certificate of occupancy shall serve as the certificate of compliance for a period of twenty-four (24) months, after which the owners of said units shall apply for a certificate of compliance renewal. Structures not subject to the provisions of this article on the effective date of this article that later become residential rental structures shall be registered, obtain a certificate of compliance, and comply with all other provisions of this Article prior to occupying any dwelling unit.

Sec. 10-86. – Issuance of certificate of compliance.

- (a) A certificate of compliance shall be issued after all recorded code violations have been corrected, reinspected and approved, and all fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the subject structure, dwelling unit, or accessory facility remain in compliance with this Article and all other applicable ordinances and laws. If, after certification, the Department determines that violations exist, the certificate may be temporarily suspended as to the affected areas or the full certificate may be revoked. The building official, at his/her discretion, may order the premises vacated until the subject structure, unit, or facility is brought into compliance.

Sec. 10-87. – Term and renewal.

- (a) *Registration* of a residential rental structure shall be valid as long as ownership remains unchanged, as long as the designation of a responsible local agent is kept updated, and as long as the owner continues to renew the certificate of compliance each consecutive certification cycle.
- (b) *A certificate of compliance* shall be valid for a period of 24 months and shall be renewed on a biennial basis. Such certificates shall be valid until the expiration date recorded on the certificate unless administratively extended, suspended, or revoked by the Department. The period of time the certificate is valid shall begin on the date of the first scheduled inspection and shall expire at midnight 24 months later. If an owner or agent cancels or fails to appear for a scheduled inspection, the resulting time delay

shall not serve to extend the period of time the certificate is valid. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner or responsible local agent to arrange for the inspection necessary for the renewal of the certificate at least 60 days prior to its expiration date.

- (c) **Incentive Bonus:** Any owner or responsible local agent shall be afforded the opportunity to earn a *certificate of compliance incentive bonus* that extends the period of time a certificate of compliance is valid from 24 months to 36 months. An additional twelve (12) months' bonus period shall be granted when all of the following conditions are met:
- 1) There are no more than four (4) non-life/safety code violations recorded during the initial inspection;
 - 2) All recorded code violations are corrected and verified during the first scheduled re-inspection;
 - 3) There are no outstanding fees, fines, utility bills, or taxes owed to the Township on the subject property except any such debts that shall transfer to the tax roll and be assessed on Tax Day as provided by law; and All required building/trade permits for work done within the structure were obtained.
- (d) If an owner or responsible local agent fails to arrange for the inspection necessary to renew the certificate of compliance at least 60 days prior to its expiration, the Department shall schedule the inspection and send notification to the owner or responsible local agent pursuant to Sec. 10-93.
- (e) The Department may, in the absence of any known life/safety code violations, administratively extend the expiration date of a certificate of compliance due to circumstances beyond the control of an owner or responsible local agent including, but not limited to, the department's inability to perform an inspection in a timely manner. No penalty shall be imposed on the owner or responsible local agent under such circumstances.

Sec. 10-88. – Transfer of Ownership or Responsible Local Agent.

- (a) A certificate of compliance shall be transferable when the ownership of a residential rental structure changes provided that all certificates of compliance required for the subject property are valid at the time of transfer.
- (b) It shall be the duty of the new owner to immediately register the property with the Department consistent with Sec. 10-82 and pay a fee established by the Township.
- (c) It shall be unlawful for the owner of any residential rental structure or residential rental unit, who has received a notice of violation of any code or ordinance of the Township for that property, including zoning violations, building code violations, violations of rental inspection guidelines, fire code, or nuisance code violations, to transfer, convey, sell, including by land contract, ownership and/or interest in any way to another, unless such owner shall have first furnished to the grantee, vendee, or transferee a copy of any notice of violation and shall have furnished to the Department a signed and notarized statement from the grantee, vendee, or transferee acknowledging receipt of such notice of violation and acknowledging legal responsibility for correction of the violation. While nothing herein shall be construed as requiring the Township's approval for a transfer, conveyance, or sale of property, the violations set forth herein shall run with the land and shall be the joint and several responsibility of both the seller and the purchaser until such violations have been corrected and approved by the Township. Any fines, penalties, or enforcement costs assessed prior to the transfer shall remain the obligation of the transferor.
- (d) An owner may at any time designate a new responsible local agent to replace the responsible local agent on file with the Department by submitting a form provided by the Department and paying a fee established by the Township. The Transfer of Ownership or Responsible Local Agent form shall include all applicable identifying information and signatures as required on the registration form.

Sec. 10-89. – Initial Inspections.

- (a) The Department shall schedule initial inspections, at its discretion, of residential rental structures, units, and accessory facilities that are subject to provisions of this article to determine if the structures and units qualify for a certificate of compliance. The owner or responsible local agent of the property shall receive 30 days' prior notice of the Department's intent to inspect; the owner may voluntarily waive the notice period and consent to an inspection at an earlier date. The owner shall provide to the tenant(s) a minimum of 72 hours' written notice of the Department's intent to inspect the unit.
- (b) The owner shall notify the tenant of the Department's request to inspect their unit, shall make a good-faith effort to obtain the tenant's consent for an inspection, and, if the owner obtains the tenant's consent for an inspection, shall arrange for the inspection by the Department. The owner shall provide the tenant a minimum of 72 hours' written notice of the Department's intent to inspect the unit.
- (c) The owner shall comply with provisions of the Housing Law of Michigan.
- (d) Inspection fees established by the Township shall be paid in full prior to the date of inspection. Inspections will not be carried out and additional fees may be incurred unless fees are paid in advance.
- (e) Scheduled inspections that are canceled less than 72 hours prior to the inspection date will incur additional fees as established by the Township.
- (f) In the event an inspector is unable to perform a scheduled inspection due to lack of access or because the owner or responsible local agent failed to show up, additional fees will be incurred as established by the Township.
- (g) After the initial phase-in period, all residential rental structures, units, and accessory facilities that are subject to provisions of this Article shall be required to be inspected at not less than 24-month intervals nor more than 36-month intervals unless adjusted by the Department.
- (h) The Department shall inspect residential rental structures, units, or accessory facilities pursuant to any of the following circumstances:
 - 1) Upon receipt of a new rental registration application for a structure that was not previously registered.
 - 2) Upon receipt of any certificate of compliance renewal request for any structure, unit, or accessory facility that has been previously certified.
 - 3) Upon receipt of a complaint from an owner or tenant that a structure, unit, or accessory facility is in violation of the property maintenance code or any other ordinance or code of Independence Township, or is in violation of Michigan's housing law, Section 125.401 et seq. of the Michigan Compiled Laws.
 - 4) Upon receipt of a report or a referral from a law enforcement agency, a fire prevention agency, a public agency or department, or any individual indicating that the premises may be in violation of this Article. The request shall be based on personal knowledge of the person making the report.
 - 5) If a survey of the premises gives the building official probable cause to believe that the premises is in violation of this Article.
 - 6) Upon receipt of information indicating that a residential rental structure is not registered with the Department as required by this Article.
- (i) If consent to enter a rental dwelling unit requiring inspection is refused by the tenant, the Building Official and/or their designee shall have recourse to the remedies provided by law to secure entry, including but not limited to obtaining an administrative search warrant to perform the required inspection. Inspections shall be limited to only the areas necessary to ascertain compliance with applicable ordinances, codes, and state law. Every reasonable effort shall be made to obtain consent to voluntarily enter the premises for the purpose of conducting a property maintenance inspection.

Sec. 10-90. – Reinspections required; presumptions.

- (a) ***Reinspections required.*** An owner or responsible local agent who is provided with written notice of a code violation or violations, shall correct the code violations within the period of time specified in the notice of violations. Failure to correct a code violation within the specified period of time constitutes a nuisance per se and may result in the residential rental structure or residential rental unit being posted for non-compliance with this Article, the Township's property maintenance code and/or any other applicable codes or regulations.
- (b) ***Failure to have property timely reinspected.*** Following inspection and notice of violations, should the owner, the owner's responsible local agent, or the person responsible for the structure fail to facilitate a reinspection prior to the date specified for correction of the violations or by any extended date granted by the Department, it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.
- (c) ***Inability to conduct reinspection.*** Should the Department not be able to gain entry to a residential rental structure or residential rental unit for a scheduled reinspection then it shall be presumed that any violations in the notice of violations that have not been previously reinspected and approved have not been corrected and the owner or responsible local agent shall be responsible for failing to repair those violations as if they had not been corrected.

Sec. 10-91. - Notice of intent to inspect.

If the owner fails to register a residential rental structure, the Department will send notice by First Class mail to register the subject structure, unit(s), and/or accessory facilities to the owner at the mailing address of record with the Township Assessor's Office. Owners shall have 30 days from the date of mailing to submit the completed registration forms and fees, and to schedule an inspection appointment. In the event an owner fails to comply, the Department may post the property as being non-compliant or issue a citation for occupancy of the rental unit without a certificate of compliance and schedule a formal hearing before the presiding judge in the district court of jurisdiction.

Sec. 10-92. – Inspection guidelines and property maintenance standards.

- (a) The rental housing inspection guidelines shall be the provisions of Chapter 10, Article III, of the Code of Ordinances entitled Property Maintenance Code.
- (b) Fuel-fired appliances that were installed unlawfully without a permit within the previous five (5) years from the date of initial inspection shall be inspected under permit for proper installation and safety by the Department's mechanical inspector.
- (c) Fuel-fired appliances that were manufactured or placed into service more than five (5) years prior to the date of inspection shall be inspected for safe operation by a licensed mechanical contractor at the owner's expense prior to certification. Such appliances that remain in service shall be inspected by a licensed mechanical contractor at least once every five (5) years.

Sec. 10-93. – Notices and Orders

- (a) Official notices and orders issued pursuant to this article, including but not limited to inspection scheduling notices, inspection reports, notices of code violations, and invoices, shall be served upon the owner or designated responsible local agent by First Class mail to the address reported on the registration form, in person, or by email to the email address reported on the registration form upon written consent of the owner or responsible local agent.
- (b) Whenever the building official or their designee determines that a violation of any section of this Article exists, notice shall be given of such violation and order for correction of the violation as provided for in the Property Maintenance Code, Chapter 10, Article III, of the Code of Ordinances.
- (c) Whenever a Notice of Violation has been issued for any code violation that, in the Building Official's

opinion, constitutes a serious and imminent hazard to the health and safety of the occupants of a dwelling, the Department shall also provide a written copy of the Notice of Violation to the occupants of the dwelling and to the Michigan Department of Health and Human Services in accordance with State Housing Law MCL 125.

Sec. 10-94. – Appeal Process

(a) Appeal of Applicability of the Article.

- 1) If the owner or responsible local agent disagrees with the written opinion of the building official or their designee as to whether the subject residential rental structure, unit, accessory facility, or exterior building/grounds is subject to provisions of this Article, the owner or responsible local agent may appeal to the Township Board of Trustees.
- 2) Any owner or responsible local agent requesting such an appeal shall file a written request therefor to the Building Department within ten (10) days after the date of the written opinion of the building official. The appeal shall be made in writing and mailed or hand delivered to the Building Department.
- 3) As soon as practical, the Township Board of Trustees shall fix a time, date and place for a hearing and provide notice of the same to the owner or responsible local agent ten (10) days before the scheduled hearing date.
- 4) The Township Board of Trustees shall hear evidence and testimony by Township Departments and other concerned individuals regarding the appeal. The owner or responsible local agent, and/or their representatives, shall be allowed to present evidence and testimony at the hearing on the issues that are the subject of the appeal. After the hearing, the Township Board of Trustees shall decide by Resolution whether the subject structure or dwelling shall be regulated pursuant to provisions of this Article. The decision of the Township Board of Trustees shall be final and shall be binding on the owner, responsible local agent, tenant, and the Township.
- 5) The owner may appeal the final decision of the Township Board of Trustees to the Oakland County Circuit Court within 21 days of the date of the final decision.

(b) Appeal of Notice of Violation of the Property Maintenance Code.

- 1) If the owner or responsible local agent disagrees with the opinion of the building official or their designee as to the existence of an alleged violation, or the period of time that will be reasonably required to correct the alleged violation as set forth in the notice of violation, the owner or responsible local agent may appeal as provided for in the Property Maintenance Code, Chapter 10, Article III, of the Code of Ordinances.

Sec 10-95. – Fees.

- (a) Reasonable fees to receive and process registrations, to receive and process certification renewal requests, to schedule and conduct inspections and reinspection's, to invoice and collect fees, to issue certificates of compliance, and for other miscellaneous requirements to administer this Article shall be established by resolution adopted by the Township Board of Trustees and shall be placed on file and made available to the public by the Township Clerk's Office.
- (b) Reasonable fees will be charged when an inspector is unable to conduct a scheduled inspection because the person responsible for facilitating access was not present to do so, when the inspector is effectively locked out of the area to be inspected, when fees have not been paid prior to the date of an inspection and the inspector is unable to proceed, and when an administrative search warrant is necessary to facilitate an inspection. Such fees shall be established by resolution adopted by the Township Board of Trustees and shall be placed on file and made available to the public by the Township Clerk's Office.

Sec. 10-96. – Right to examine certificate of compliance; registry of certificate holders.

- (a) The owner or responsible local agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant upon request.
- (b) The Building Department shall maintain a registry of all residential rental structures and residential rental units that have been granted valid certificates of compliance or have had a certificate of compliance denied, suspended, or revoked. Such registry shall be available for public inspection and Public disclosure of such records shall comply with the Michigan Freedom of Information Act.

Sec. 10-97. – Harassment.

- (a) Any owner or responsible local agent who harasses or threatens a tenant or person who pays rent with loss of occupancy as a result of filing a valid complaint shall be responsible for a municipal civil infraction.
- (b) Any tenant or person who pays rent who shall maliciously or frivolously cause an inspection to be made for the purpose of harassing any individual, owner or responsible local agent, corporation, or governmental agency when no violation is present shall be responsible for a municipal civil infraction.
- (c) Building officials and/or their designees shall not be harassed, stalked, threatened, hindered, assaulted, or otherwise interfered with in the performance of their duties. Notwithstanding any other section in this Article, a violation of this subsection shall be a municipal civil infraction.

Sec. 10-98. – Penalties.

- (a) Any violation of this Article shall be punishable as a municipal civil infraction and shall be governed by the provisions of Chapter 1 – General Provisions of the Code of Ordinances of the Charter Township of Independence. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.
- (b) The civil fines payable to the municipal ordinance violations bureau for admissions of responsibility shall be as follows:
 - 1) First offense: \$300 plus costs and other sanctions for each offense.
 - 2) Repeat offense: \$500 plus costs and other sanctions for each offense.

Sec. 10-99. – Severability.

If any section, subsection, sentence, clause, or phrase of this Article is held invalid, such decision shall not affect the validity of the remaining portions, which shall continue in full force and effect.

Section 2. Effective Date. This ordinance shall become effective 10 days after its publication.

Ayes: Phyle, Neubeck, Hayward, Moraco, Nallamotheu, Tedder

Nays: None

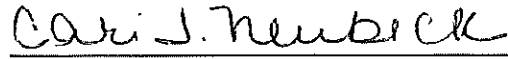
Abstentions: None

Absent: Brown

CERTIFICATION

This is a true and complete copy of Ordinance No. 2025-10-001 adopted at a regular meeting of the Charter Township of Independence Board of Trustees held on December 16, 2025.

CHARTER TOWNSHIP OF INDEPENDENCE



By: Cari J. Neubeck, Clerk

Introduced:	December 2, 2025
Published:	December 10, 2025
Adopted:	December 16, 2025
Published:	January 14, 2026
Effective:	January 24, 2026