



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

Microsoft Teams Meeting: Join on your computer or mobile app.
Or go to www.teams.microsoft.com and enter the
Meeting ID: 250 622 918 581 51 and Passcode: Tr3fr7rd

Regular City Council Meeting Agenda – October 12, 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. Clarkston Ghost Walk – October 17th
7. City Manager's Report
8. Oakland County Sheriff's Report for September
9. Consent Agenda:
 - a. Final Minutes of the September 14th Regular Meeting
 - b. Draft Minutes of the September 28th Regular Meeting
 - c. Treasurer's Report October 12, 2026

10. Unfinished Business:

- a. Discussion: Rental Housing Inspection Program (Independence Township Example)

11. New Business:

- a. Resolution: Reapproval of the Intergovernmental Agreement for Police Services

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.

DOWNTOWN CLARKSTON GHOST WALK



Saturday, October 17. Event runs from 6-9 pm.
Ticket check-in from 6-7:30 pm. Visit
Ludus.com and type in Clarkston Historical
Society to purchase your tickets. Adults: \$18

Join us for a night of spooky history and great stories. Our self-guided tour will start upstairs at the Union Woodshop Restaurant. From there you'll be directed to the homes and buildings in town that are inhabited by more than the living! Our on-site storytellers will reveal to you exactly what paranormal activity is happening at each place. Once you've finished the tour, head back to the Woodshop Shop Shop for the free snack included in your ticket price. Don't forget to stop at the ghost walk photo booth for a complimentary souvenir!



Warning: Some stories may be disturbing to children under 10.

City of the Village of Clarkston
City Manager Report
October 12, 2026

Police, Fire, and Emergency Services Millage Proposal

The City's November 3rd Election Ballot includes a proposal to initiate a new Police, Fire, and Emergency Services millage in the amount of 7.0 mills. If the millage is approved, it is anticipated that an offsetting 5.5 mill reduction of the operating millage will be subsequently approved as part of the annual budget public hearing and approval in May of each year. A public information session to provide details of the proposal and answer questions was held on September 24th and a second one is scheduled for Wednesday, October 21st. A copy of the slides presented as well as video recording of the presentation is available on the City website and Facebook site. Residents with questions are encouraged to contact the City Office.

Hometown Heroes Banner Program

Installation of the 12 new Hometown Heroes banners on Clarkston's downtown light posts was completed on September 29th, just in time for a standing-room-only kick-off presentation in City Hall on October 1st. Several of the honored veterans were present in addition to their families. Our thanks to Joette Kunse of the Sashabaw Plains DAR for coordinating this large project. Thanks also to Angie, Jimi and Carson for quickly preparing the City Office for the event. (Note: I am currently investigating the possibility and cost of hanging banners on *both* sides of the light posts and will bring this information to Council for consideration in a future meeting.)

Shred Day Recap

The last of three document shredding events in 2026 was held on September 30th in the City Hall parking lot. These events were offered as a free service to residents but were lightly attended. To reduce costs going forward, we are planning to scale back to just one free shredding event in 2027.

Zoning Board of Appeals News

Two requests for variances were recently considered by the Zoning Board of Appeals, ultimately receiving approval from the Board. A request to reduce the total side-yard setbacks from 25' to 20' for vacant land at 138 N. Holcomb was approved. A request to build an auxiliary garage at 59/63 Clarkston Road with a roof height 3' higher than the allowed was approved but a request for larger than allowed square footage was not approved.

The City thanks longtime resident Anne Clifton for her contributions to the ZBA as she prepares to move out of the area. We are now seeking two to three residents to fill open ZBA positions.

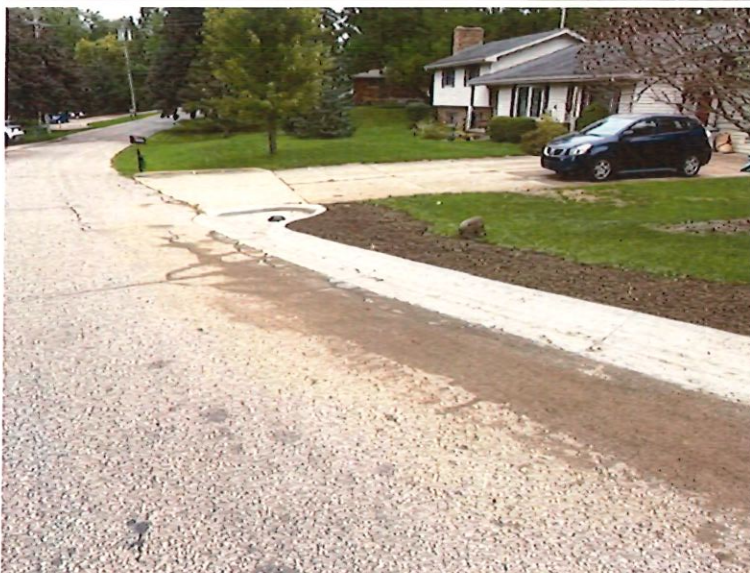
MML Annual Conference

This week I attended the Michigan Municipal League's Annual Conference, as previously approved by Council. As always, the conference agenda was very full, covering topics ranging from finance and budgeting to placemaking and strong communities. Other session topics included Artificial Intelligence, Data Centers, Housing Shortfalls, Health Insurance Costs, Municipal Burnout, Civility, Voting Accessibility, and Flock Cameras. Lastly, an overview of the current status of legislative actions in Lansing was presented.

New Curbing and Storm Drain Basin on Middle Lake Road

The project approved by Council this summer to install new curbing and a storm drain basin to halt road surface erosion on Middle Lake Road was recently completed.

BEFORE and AFTER Photos:



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

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Jeff Buchmann, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	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	0				0	3
Misdemeanors (CLR-059)	0	1	0	1	0	2	1	0	0				5	4
MICR:														
Violent Crimes (CLR-004)	0	0	0	0	0	0	0	0	0				0	0
Property Crimes (CLR-004)	0	0	0	0	0	0	0	2	0				2	2
TRAFFIC:														
Monthly Citations Citation Report	9	2	2	4	2	5	0	4	6				34	486
Crashes - Crash Report	2	0	0	0	1	5	2	2	3				15	43
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0	0	0				0	0
Violations (CLR-065)	0	0	0	0	0	0	0	0	0				0	0
COMMUNITY LIAISON:														
Community Meetings L3535	1	1	1	1	1	1	1	1	1				9	22
Community Other L3539	0	2	0	0	0	0	0	0	0				2	0
STATION STATISTICS:														
Calls for Service (CLR-065)	39	27	47	61	62	73	79	58	52				498	1034



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

Final 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.



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

Draft Minutes of the September 28, 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, Forte, Jones, and Quisenberry.
- Others Present: Angie Guillen, City Clerk.

4. Approval of Agenda:

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

5. Public Comments:

- Public comment was held.

6. FYI:

- Veteran's Banner Program

7. City Manager Report

- Status of Brick Wall Repair
- Depot Park Memorial Bench & Tree Program
- Out of office

8. Consent Agenda

- Final Minutes of the August 24, 2026, Regular Meeting
- Draft Minutes of the September 14, 2026, Regular Meeting
- Treasurer's Report September 28, 2026

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

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Discussion: Veteran's Banner Program (Joette Kunse)
Joette Kunse discussed the presentation of the Veteran's Banners scheduled for Thursday, October 1st on Mainstreet with refreshments and conversation to follow at City Hall at 375 Depot Road, in Clarkston.
- b. Discussion: Rental Housing Inspection Program (Independence Township)
City Clerk Guillen discussed collaborating with Independence Township regarding enforcing a Rental Inspection Program for the City which could be administered within two months.
11. Motion: Adjourn Meeting at 7:27 P.M.
- Motion by Jones, Support by Rodgers, to adjourn. VOTE: All Aye. Nay – None. MOTION CARRIED 7-0.

Respectfully Submitted by Angie Guillen, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

10/12/2026

Treasurer's Report:

I. Disbursements from 09/01/2026 - 09/30/2026

101 General Fund	\$	221,882.66
202 Major Streets	\$	319.37
203 Local Street	\$	62,708.68
220 Mill Pond Lake	\$	-
231 Parking Meter Fund	\$	65,347.35
401 Capital Projects Fund	\$	-
590 Sewer Fund	\$	79.56
591 Water Fund	\$	-
703 Tax Fund	\$	1,488,972.69
Total	\$	1,839,310.31

II. Invoices for review and payment approval

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

III. Other Checks for Review

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

GRAND TOTAL	\$	1,839,310.31
--------------------	-----------	---------------------

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
09/02/2026	GEN	12427	89172	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	85.90
09/02/2026	GEN	12428	200429	GREAT LAKES ACE HARDWARE	DPW SUPPLIES	726.000	441	80.89
09/03/2026	GEN	12429	8/24/2026	COMCAST	TELEPHONE	850.000	172	555.73
09/03/2026	GEN	12430	201899658280	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	29.24
09/03/2026	GEN	12431	8/28/2026	DTE ENERGY	DETROIT EDISON-VH	920.000	265	25.04
			8/28/2026		DETROIT EDISON-VH	920.000	265	254.56
			8/28/2026		DTE UPPER PARKING LOT	923.000	265	17.41
			8/28/2026		DTE UPPER PARKING LOT	923.000	265	43.39
			8/28/2026		DTE UPPER PARKING LOT	923.000	265	149.08
			8/28/2026		DTE DEPOT PARK	923.001	265	33.61
			CHECK GEN 12431 TOTAL FOR FU					
09/04/2026	GEN	12432	200286637118	DTE ENERGY	DTE STREET LIGHTING	926.000	448	2,019.97
09/04/2026	GEN	12433	408105	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	80.00
09/08/2026	GEN	12434	89216	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	60.00
09/08/2026	GEN	12435	101113911	TERMINIX EHRlich	VH - BLDG MAINT	931.000	265	80.48
09/08/2026	GEN	12436	75960	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	203.38
09/09/2026	GEN	12438	138529	GIFFELS WEBSTER	PLANNER FEES	811.000	701	911.25
09/09/2026	GEN	12439*#	09/22/2026	ELAN FINANCIAL SERVICES	DUES & CONFERENCES	958.000	101	14.00
			09/22/2026		SUPPLIES	726.000	172	200.72
			09/22/2026		TECHNOLOGY/INTERNET EXPENSE	852.000	172	21.19
			09/22/2026		DUES & CONFERENCES	958.000	215	743.40
			09/22/2026		SUPPLIES	726.000	262	325.00
			09/22/2026		PHYSICAL EXPENSES	713.000	441	174.95
			09/22/2026		DPW SUPPLIES	726.000	441	97.04
			09/22/2026		DPW EQUIPMENT	726.000	446	328.00
			09/22/2026		MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	67.97
CHECK GEN 12439 TOTAL FOR FU							1,972.27	
09/14/2026	GEN	12440	89093	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	60.00
09/14/2026	GEN	12441	7106	CLARKSTON AREA CHAMBER OF CO	DUES & CONFERENCES	958.000	101	290.00
09/14/2026	GEN	12442	262520046932	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	1,618.20
09/14/2026	GEN	12443	1223398071	NET2PHONE GLOBAL SERVICES, L	TELEPHONE EXPENSE	850.000	172	199.40

10/09/2026 01:00 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 2/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
09/17/2026	GEN	12444	89315	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	39.00
09/21/2026	GEN	12445	110304151	RICOH USA INC	RICOH COPIER LEASE	941.000	172	173.94
09/21/2026	GEN	12446	0052880	VIEW NEWSPAPER GROUP	DUES & CONFERENCES	958.000	101	40.00
09/22/2026	GEN	12447	1086488	ROSATI,SHULTZ,JOPPICH & AMTS	LEGAL FEES	803.000	266	450.00
			1086489		LEGAL FEES	803.000	266	15.00
				CHECK GEN 12447 TOTAL FOR FU				465.00
09/23/2026	GEN	12448	1238268562	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	443.91
09/23/2026	GEN	12449*#	15953-R	HUTCH PAVING INC	P- GRANTS	503.000	000	104,633.85
09/23/2026	GEN	12450	4076	MICHIGAN DOWNTOWN ASSOCIATIO	DUES & CONFERENCES	958.000	101	350.00
09/23/2026	GEN	12451	9/23/2026	KIMBERLY FEIGLEY	ASSESSING - OAKLAND COUNTY	804.000	257	3,000.00
09/23/2026	GEN	12452	138706	GIFFELS WEBSTER	PLANNER FEES	811.000	701	678.75
09/24/2026	GEN	12453	89343	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	125.23
09/24/2026	GEN	12454#	75618	CHARTER TWP OF INDEPENDENCE	LAW ENFORCEMENT	802.000	301	43,166.74
			75618		FIRE PROTECTION - IND TWP	802.001	336	58,577.76
				CHECK GEN 12454 TOTAL FOR FU				101,744.50
09/24/2026	GEN	12455	243323	PRINTING SYSTEMS, INC.	SUPPLIES	726.000	262	190.68
09/24/2026	GEN	12456	INV007422	HART INTERCIVIC, INC	SUPPLIES	726.000	262	1,228.00
					Total for fund 101 GENERAL			221,882.66

10/09/2026 01:00 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 3/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
09/09/2026	GEN	12439*#	09/22/2026	ELAN FINANCIAL SERVICES	SUPPLIES & MTLs - NON-WINTER MAINT	726.001	451	319.37
Total for fund 202 MAJOR STREET								319.37

10/09/2026 01:00 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 4/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
09/09/2026	GEN	12437	79258	FLEIS & VANDENBRINK	ENGINEERING SERVICES	810.001	701	7,434.65
09/23/2026	GEN	12449*#	15953-R	HUTCH PAVING INC	STREET CONSTRUCTION	971.000	449	55,274.03
Total for fund 203 LOCAL STREET								62,708.68

10/09/2026 01:00 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 5/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
09/02/2026	PARK	1419	075498	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	50.00
09/03/2026	PARK	1420	121270	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	110.00
09/14/2026	PARK	1421	INV-1062951	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	416.63
			INV-1063113		MISC EXPENSE	955.000	172	336.25
				CHECK PARK 1421 TOTAL FOR FU				752.88
09/22/2026	PARK	1422	0000206	OROZCO CEMENT AND CONSTRUCTI	STREET PRESERVATION	809.001	449	8,200.00
09/22/2026	PARK	1423	267033911-43	T-MOBILE	PHONE EQUIPMENT	760.000	172	70.44
09/23/2026	PARK	1424	15953-R	HUTCH PAVING INC	STREET CONSTRUCTION	971.000	449	55,274.03
09/23/2026	PARK	1425	075683	TRAFFIC & SAFETY CONTROL SYS	PARKING KIOSK SUPPLIES	726.006	172	890.00
				Total for fund 231 PARKING METER FUND				65,347.35

10/09/2026 01:00 PM

User: TREASURER2

DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 6/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
09/23/2026	SEWER	2190	CIN-0008943	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	79.56
Total for fund 590 SEWER								79.56

10/09/2026 01:00 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page 7/7

CHECK DATE FROM 09/01/2026 - 09/30/2026

Banks: GEN, LOCAL, MAJOR, MILL, PARK, SEWER, TAX

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
09/03/2026	TAX	1043(E)	9/3/2026	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	100,411.30
09/03/2026	TAX	1044(E)	9/3/2026	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	108,829.21
09/03/2026	TAX	1045(E)	9/3/2026	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	42,901.10
09/21/2026	TAX	1046(E)	9/18/2026	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	416,557.88
09/21/2026	TAX	1047(E)	9/18/2026	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	586,989.61
09/21/2026	TAX	1048(E)	9/18/2026	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	231,394.71
09/24/2026	TAX	2846	9/24/2026	COTALITY CENTRALIZED REFUNDS	TAX COLLECTIONS	274.000	000	1,888.88
TOTAL - ALL FUNDS					Total for fund 703 TAX			1,488,972.69
								1,839,310.31

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

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

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 (one-time fee per ownership)

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

Cari J. Neubeck

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

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Reapproval of the Intergovernmental Agreement for Police Services

WHEREAS, in the June 23, 2025 City Council meeting, Intergovernmental Agreements with Independence Township were approved for Police Services, Fire Services, and Building Services, and;

WHEREAS, on June 25, 2025, all three agreements were signed and emailed to the Independence Township leadership and attorney for their review and counter signature, and;

WHEREAS, on August 24, 2026, having never received copies countersigned by the Township, the three signed agreements were resent to the Township attorney, and;

WHEREAS, on September 14, 2026, a reminder was sent to the Township leadership requesting countersigned copies of the three agreements in return, and;

WHEREAS, on September 14, 2026, approximately 1 hour later, the Township Clerk sent the countersigned copies of the Fire Services and Building Services agreements, and;

WHEREAS, in the same email the Township Clerk included a copy of the Police Services agreement, but not the version originally signed by the City and sent to the Township on June 25, 2025 and August 24, 2026, and;

WHEREAS, an in-depth comparison of the original Police Services agreement signed by the City and the agreement signed by the township were found to be identical with the exception of the signatures and agreement dates, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes either Mayor Sue Wylie or City Manager Jonathan Smith to countersign and return the copy of the Police Services agreement provided by Independence Township.

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

October 12, 2026

Date

ORIGINAL
COPY

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.

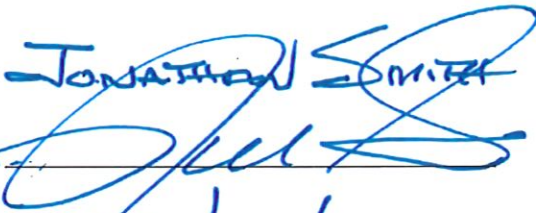
25. To the extent permitted by the County Contract and by law, this Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

By: _____

Date: _____

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By:  _____

Date: 6/23/2025

TOWNSHIP
SIGNED COPY

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 22 day of July, 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 July 23, 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 any 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.

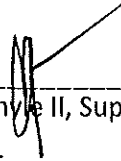
22. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, government orders, labor shortages, emergency declarations, 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:  _____
Chuck Phyle II, Supervisor

Date: July 22, 2025

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By: _____

Date: _____