



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

Microsoft Teams Meeting: Join on your computer or mobile app.
Or go to www.teams.microsoft.com and enter the
Meeting ID: 263 167 826 878 and Passcode: dy3Eo9m9

Regular City Council Meeting Agenda – March 10, 2025, 7:00 PM

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Avery, Casey, Forte, Jones, and Quisenberry
4. Approval of Agenda - Motion
5. Public Comments:
Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.
6. FYI:
None
7. City Manager's Report
8. Sheriff's Report for February
9. Consent Agenda:
Final Minutes of the February 10, 2025 Regular Meeting
Draft Minutes of the February 24, 2025 Regular Meeting
Treasurer's Report March 10, 2025

10. **Unfinished Business:**

- a. Discussion: T. Quisenberry Request to Follow-Up on Permit Parking Cost
- b. Discussion: Donation of Parking Revenue to SCAMP

11. **New Business:**

- a. Discussion: Pedestrian Safety Downtown
- b. Discussion: HDC Ordinance Changes
- c. Discussion: Independence Township Intergovernmental Agreement for Police Services
- d. Resolution: Extension of Contractual Clerk Agreement

12. Adjourn Meeting

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

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

City of the Village of Clarkston

City Manager Report

March 10, 2025

Beaver Damage in Depot Park

Depot Park's beaver population is clearly growing, now estimated to be 12 to 14. In just the last two weeks, nine trees in the park have been cut down, four of which are memorial trees. Damage can be seen to the trunks of another 8-10 trees in the park and wetlands. Also visible is the increased width and depth of the Mill Race due to the dams being developed by the family of beavers. This week the DPW staff wrapped chicken wire around other trees in close proximity to the Mill Race. We are also working with a trapper approved to trap beavers in Michigan in an effort to partially reduce the population.



Tree Cutting Ordinance

Following up on a discussion in the February 24th Council meeting about the City's Tree Ordinance, the Planning Commission agreed this week to evaluate existing ordinances in other municipalities and then submit a recommendation to Council.

Finance Committee Meeting

The Finance Committee held two meetings in February to evaluate the financial implications of the (1) salaries proposed in the Salary Study, (2) a new City Attorney, (3) a new Police contract, and (4) an updated Building Services contract. A third meeting is scheduled for March 13th. In addition to considering any possible cost reduction opportunities, the committee is also considering revenue improvement opportunities.

Shred Day

On Thursday, March 6th the City held an onsite document shredding event in the City Hall parking lot. In addition to shredding documents no longer required under the City's document retention policy, multiple residents were onsite to happily shred personal documents free of charge. In total, about 500 lbs. of documents were shredded. We are already considering a second event at some point this summer.

Respectfully submitted, **Jonathan Smith, City Manager, March 6, 2025**

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2025												2025	2024
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	YTD
Felony (CLR-059)	0	0											0	0
Misdemeanors (CLR-059)	0	0											0	9
MICR:														
Violent Crimes (CLR-004)	0	0											0	0
Property Crimes (CLR-004)	0	0											0	4
TRAFFIC:														
Monthly Citations Citation Report	7	9											16	304
Crashes - Crash Report	0	1											1	30
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0											0	0
Violations (CLR-065)	0	0											0	0
COMMUNITY LIAISON:														
Community Meetings L3535	2	2											4	24
Community Other L3539	0	0											0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	66	49											115	1024

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2024												2024	2023
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Misdemeanors (CLR-059)	2	0	0	0	0	0	1	1	0	3	0	0	7	9
MICR:														
Violent Crimes (CLR-004)	1	0	0	0	2	2	0	0	0	0	0	0	5	0
Property Crimes (CLR-004)	0	0	0	0	0	1	1	6	0	0	1	0	9	4
TRAFFIC:														
Monthly Citations Citation Report	3	29	28	10	11	11	10	29	15	17	9	5	177	304
Crashes - Crash Report	5	4	2	3	2	5	3	2	5	6	3	4	44	30
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	4	0	0	0	0	0	0	0	0	0	0	4	0
Violations (CLR-065)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY LIAISON:														
Community Meetings L3535	2	1	1	1	1	1	1	1	1	0	2	0	12	24
Community Other L3539	1	0	0	0	0	0	0	0	0	0	0	0	1	0
STATION STATISTICS:														
Calls for Service (CLR-065)	86	53	47	53	90	62	58	56	62	80	66	50	763	1024

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Chuck Phyle, Township Supervisor

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: Independence Substation Monthly Report

	2024												2024	2023
DETECTIVE BUREAU:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	Total
Warrants Obtained	18	7	14	17	14	14	15	13	11	10	7	12	152	141
Court/Outside Appearances	6	8	16	21	10	11	19	11	6	13	9	14	144	151
Total Cases Closed	38	29	26	25	28	26	32	30	13	17	14	16	294	347
Value of Stolen Property Recovered	\$0.00	\$1,788.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,670.00	\$0.00	\$3,458.00	\$0.00
SCHOOL DETECTIVE'S:														
Events/Presentations/Drills	12	6	7	6	10	4	0	4	16	3	7	9	84	124
Total Cases Closed	6	60	42	68	45	20	0	8	73	79	75	45	521	478
ARRESTS:														
Felony (CLR-059)	3	4	13	18	8	12	15	6	1	4	4	3	91	69
Misdemeanors (CLR-059)	8	11	27	29	32	19	21	26	21	25	9	16	244	282
MICR:														
Violent Crimes (CLR-004)	18	12	8	25	29	13	18	20	0	1	4	2	150	128
Property Crimes (CLR-004)	33	42	30	75	105	53	68	79	12	6	34	14	551	365
TRAFFIC:														
Monthly Citations Citation Report	122	241	315	212	161	167	154	251	204	152	148	96	2223	1740
Crashes - Crash Report	93	66	69	68	107	68	106	85	80	78	71	74	965	1008
COMMUNITY LIAISON:														
Community Meetings L3535	2	2	1	1	1	1	1	1	1	0	1	0	12	22
Community Other L3539	0	0	1	1	2	2	1	2	2	2	1	0	14	4
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	1	0	0	0	0	2	0	0	0	0	0	0	3	0
Violations (CLR-065)	1	0	0	0	0	0	0	0	0	0	0	0	1	0
STATION STATISTICS:														
Daily Office Traffic: Walk-Ins	161	155	124	164	164	123	150	146	115	166	118	114	1700	2095
Calls for Service (CLR-065)	1,786	1,521	1,480	1,554	1,680	1,463	1,490	1,761	1,739	1,959	1,615	1,527	19,575	22,133



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

Final Minutes of the February 10, 2025, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Al Avery, Erica Jones, and Ted Quisenberry.
- Council Members Absent: Gary Casey, Amanda Forte
- Others Present: Angie Guillen, Election Director, Evelyn Bihl, Deputy Clerk, Sgt. John Ashley, Oakland County Sheriff
- Others Absent: Jonathan Smith, City Manager, Tom Ryan, City Attorney

4. Approval of Agenda:

- Motioned by Avery, supported by Jones to approve the agenda as presented. VOTE: All Aye. MOTION CARRIED 5-0

5. Public Comments:

- Lisa Patersak addressed the Council regarding the Historic District Study Committee.

6. FYI:

Public Hearing for the 2024 Community Development Block Grant Funds is scheduled on February 24, 2025 at 7:00 PM. Councilmember Quisenberry inquired on the State of Community Address as to who was presenting and what message will be communicated.

7. City Manager Report:

- Mayor Wylie read aloud the City Manager's report.

8. Sheriff's Activity Report for January 2025

9. Motion: Acceptance of Consent Agenda as Presented

- Final Minutes of the January 13, 2025 Regular Meeting
- Draft Minutes of the January 27, 2025 Regular Meeting
- Treasurer's Report February 10, 2025

Motioned by Jones, supported by Quisenberry to approve the Consent Agenda. VOTE: All Aye.
MOTION CARRIED 5-0

10. **Unfinished Business:**

None

11. **New Business:**

a. Motion: City Attorney Retirement and Search Committee

Motioned by Mayor Wylie, supported by Rodgers, to (a) accept City Attorney Tom Ryan's letter of resignation, (b) formally thank him for his many years of dedicated service to the City, (c) establish a City Attorney Search Committee and (d) appoint Councilmembers Al Avery, Erica Jones and Ted Quisenberry to the committee for purposes of evaluating potential replacements and make a recommendation to the City Council no later than June 30, 2025. VOTE: Jones, Quisenberry, Rodgers, Avery, Wylie Aye, Nay – None. MOTION CARRIED, 5-0.

b. Resolution: City Treasurer Certification Program

Resolved by Avery, supported by Rodgers to authorize the City Treasurer to attend the MMTA Basic Institute event as a second part of a three-part training to become a Certified Municipal Treasurer at a not-to-exceed cost of \$1,100 to be paid from the Treasurer's Dues & Conference budget (101-523-958-000). VOTE: Jones, Quisenberry, Rodgers, Avery and Wylie Aye. Nay - None. RESOLUTION CARRIED, 5-0.

12. Motion: Adjourn Meeting at 7:21 P.M.

- Motioned by Jones, supported by Rodgers to adjourn. VOTE: All Aye. MOTION CARRIED 5-0.

Respectfully Submitted by Angie Guillen, Election Director.



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

Draft Minutes of the February 24, 2025, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Gary Casey, Erica Jones, and Ted Quisenberry.
- Council Members Absent: Al Avery, Amanda Forte
- Others Present: Jonathan Smith, City Manager, Angie Guillen, Election Director, Evelyn Bihl, Deputy Clerk, Tom Ryan, City Attorney, Sgt. John Ashley, Oakland County Sheriff's Office

4. Approval of Agenda:

- Motioned by Jones, supported by Rodgers to approve the agenda as presented. VOTE: All Aye. MOTION CARRIED 5-0

5. Public Comments:

- There were no comments.

6. FYI:

The State of Community Address is Thursday, March 6, 2025 at Clarkston High School Performing Arts Center from 6-8pm.

7. City Manager Report:

- April 22nd Deadline for Election Petitions
- Sidewalk Shoveling
- MML Capital Conference
- Tree Cutting Ordinance
- Stone Pillar Damage on Wompole

- 130 N. Main Street
- Shred Day

8. Motion: Acceptance of Consent Agenda as Presented
- Final Minutes of the January 27, 2025 Regular Meeting
 - Draft Minutes of the February 10, 2025 Regular Meeting
 - Treasurer's Report February 24, 2025

Motioned by Jones, supported by Casey to approve the Consent Agenda. VOTE: All Aye.
MOTION CARRIED 5-0

9. **Unfinished Business:**

None

10. **New Business:**

- a. Public Hearing: 2024 Community Development Block Grant (CDBG)
Mayor Wylie opened the public hearing at 7:33 pm to receive comments regarding the Community Development Block Grant. Jennifer Angus spoke regarding the Senior Community Center. The Public Hearing was closed at 7:45pm.
- b. Resolution: Allocation of the 2024 CDBG Funds
Resolved by Quisenberry, supported by Jones to allocate its 2024 CDBG Funding of \$7,000 as follows: \$3500.00 to CAYA and (optional) \$3500.00 to Independence Township Senior Center. VOTE: Jones, Quisenberry, Rodgers, Casey and Wylie Aye. Nay - None. RESOLUTION CARRIED, 5-0.
- c. Discussion: America's 250th Anniversary (July 4, 2026) Presentation by Joette Kunse
- d. Discussion: SCAMP Parking Fee Donation Request Presentation by Emily Ford
- e. Motion: Publication of City Council Meeting Minutes
Motioned by Jones, supported by Rodgers to effective immediately, change the method of publishing the City Council Meeting Minutes, only posting in the Clarkston News a notice directing people to the City Website and/or the City Clerk. VOTE: Casey, Jones, Quisenberry, Rodgers, and Wylie Aye. Nay - None. MOTION CARRIED, 5-0.
- f. Resolution: DPW Asset Liquidation
Resolved by Quisenberry, supported by Jones to authorize the City Manager and DPW Supervisor to sell the listed equipment using methods that will ensure the highest possible revenue for the City. A follow-up report will be provided to City Council recording the sale prices achieved. VOTE: Casey, Jones, Quisenberry, Rodgers, and Wylie Aye. Nay - None. RESOLUTION CARRIED, 5-0.

11. Motion: Adjourn Meeting at 8:19 P.M.

- Motioned by Jones, supported by Rodgers to adjourn. VOTE: All Aye. MOTION CARRIED 5-0.

Respectfully Submitted by Angie Guillen, Election Director.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

3/10/2025

Treasurer's Report:

I. Disbursements from 02/01/2025 - 02/28/2025

101 General Fund	\$	24,520.00
202 Major Streets	\$	4,164.98
203 Local Street	\$	1,532.60
220 Mill Pond Lake	\$	-
231 Parking Meter Fund	\$	1,120.09
236 Friends of Depot Park	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	1,508.03
590 Sewer Fund	\$	73,457.10
591 Water Fund	\$	-
703 Tax Fund	\$	192,953.98
Total	\$	299,256.78

II. Invoices for review and payment approval

Carlisle Wortman - 2025 Code Enforcement	\$	-
Carlisle Wortman - 2025 Building Administration	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services September 2025	\$	-
Tom Ryan - Professional Services (Feb 2025 Invoice)	\$	902.50
Tom Ryan - Professional Services Court (Feb 2025 Invoice)	\$	95.00
Total	\$	997.50

III. Other Checks for Review

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

GRAND TOTAL	\$	300,254.28
--------------------	-----------	-------------------

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 02/01/2025 - 02/28/2025
 Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
02/03/2025	GEN	11831	2/14/2025	COMCAST	TELEPHONE	850.000	172	484.44
02/03/2025	GEN	11832	HS0017235	TRUCK & TRAILER SPECIALTIES	MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	674.26
02/03/2025	GEN	11833	1082852	ROSATI, SHULTZ, JOPPICH & AMTS	LEGAL FEES	803.000	266	247.00
02/03/2025	GEN	11834	399	LINCHPIN LEGAL PLLC	MISCELLANEOUS INCOME	670.000	000	1,000.00
02/04/2025	GEN	11835	2/19/2025	DTE ENERGY	DETROIT EDISON-VH	920.000	265	27.29
			2/19/2025		DETROIT EDISON-VH	920.000	265	222.16
			2/1/2025		DTE UPPER PARKING LOT	923.000	265	392.18
			2/19/2025		DTE UPPER PARKING LOT	923.000	265	52.02
			2/19/2025		DTE UPPER PARKING LOT	923.000	265	17.65
			2/19/2025		DTE UPPER PARKING LOT	923.000	265	118.93
				CHECK GEN 11835 TOTAL FOR FU				830.23
02/04/2025	GEN	11836	11140	THOMAS J RYAN PC	LEGAL FEES	803.000	266	1,662.50
			11139		LEGAL FEES	803.000	266	237.50
				CHECK GEN 11836 TOTAL FOR FU				1,900.00
02/04/2025	GEN	11837	11297916	STATE OF MICHIGAN	STORM WATER DISCHARGE PERMIT	935.000	265	500.00
02/04/2025	GEN	11838	077770-00	LB OFFICE PRODUCTS	SUPPLIES	726.000	172	21.18
02/05/2025	GEN	11839	203945570901	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	523.98
02/05/2025	GEN	11840	200095595263	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,779.21
02/05/2025	GEN	11841	371706	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	331.80
02/05/2025	GEN	11845*#	2/5/2025	GREAT LAKES ACE HARDWARE	SUPPLIES	726.000	248	57.39
02/07/2025	GEN	11843	2/7/2025	ANGELA GUILLEN	SALARY - CLERK	703.001	215	2,420.00
02/07/2025	GEN	11844	2/7/2025	ANGELA GUILLEN	MILEAGE/CONFERENCE	860.000	172	16.75
02/10/2025	GEN	11846#	2/22/2025	ELAN FINANCIAL SERVICES	SUPPLIES	726.000	172	188.87
			2/22/2025		POSTAGE	727.001	172	146.00
			2/22/2025		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	255.32
			2/22/2025		TECHNOLOGY/INTERNET EXPENSE	852.000	172	44.36
			2/22/2025		DUES & CONFERENCES	958.000	172	350.00
			2/22/2025		PARK MATERIALS	728.000	265	58.76
			2/22/2025		PHYSICAL EXPENSES	713.000	441	197.75

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 02/01/2025 - 02/28/2025
 Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
			2/22/2025		DPW SUPPLIES	726.000	441	30.88
			2/22/2025		DPW EQUIPMENT	726.000	446	567.05
				CHECK GEN 11846 TOTAL FOR FU				1,838.99
02/11/2025	GEN	11847	7/28/2025	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	150.00
02/11/2025	GEN	11848	7/28/2025	KRISTINA WELSH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	150.00
02/11/2025	GEN	11849#	2177482	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	762.14
			2177361		VH-PLANNER FEES	811.000	701	437.50
				CHECK GEN 11849 TOTAL FOR FU				1,199.64
02/11/2025	GEN	11850	232849327	COMCAST	TELEPHONE	850.000	172	386.08
02/11/2025	GEN	11852	5070881274	RICOH USA, INC	SUPPLIES	726.000	172	453.68
02/11/2025	GEN	11853	2177481	CARLISLE/WORTMAN ASSOCIATES, BLDG DEPT	PROFESSIONAL FEES	809.000	371	1,638.73
02/12/2025	GEN	11854	237141	PRINTING SYSTEMS, INC.	SUPPLIES	726.000	262	29.03
02/14/2025	GEN	11855	250350037119	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	529.97
02/18/2025	GEN	11856	75128	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	463.23
02/20/2025	GEN	11858	000692	12 ACRE STUDIO	MAIN STREET CLARKSTON	959.000	701	250.00
02/21/2025	GEN	11857	2/21/2025	ANGELA GUILLEN	SALARY - CLERK	703.001	215	2,660.00
02/24/2025	GEN	11859	0224346	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	701	2,144.90
			0224345		ENGINEERING SERVICES	810.001	701	977.80
			0224639		ENGINEERING SERVICES	810.001	701	114.52
			0224344		ENGINEERING SERVICES	810.001	701	649.98
				CHECK GEN 11859 TOTAL FOR FU				3,887.20
02/24/2025	GEN	11861	108981519	RICOH USA INC	RICOH COPIER LEASE	941.000	172	86.97
02/24/2025	GEN	11863	1122234553	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	10.24
				Total for fund 101 GENERAL				24,520.00

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 02/01/2025 - 02/28/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
02/11/2025	GEN	11851*	104966	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	2,380.14
02/24/2025	GEN	11860*	105111	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	1,360.08
02/24/2025	GEN	11862*	0019423611-001	ROCK BOTTOM STONE SUPPLY	SALT - WINTER SIDEWALK	778.000	453	424.76
					Total for fund 202 MAJOR STREET			4,164.98

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 02/01/2025 - 02/28/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
02/11/2025	GEN	11851*	104966	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	880.32
02/24/2025	GEN	11860*	105111	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	503.04
02/24/2025	GEN	11862*	0019423611-001	ROCK BOTTOM STONE SUPPLY	SALT - WINTER SIDEWALK	778.000	453	149.24
Total for fund 203 LOCAL STREET								1,532.60

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 02/01/2025 - 02/28/2025
 Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 231 PARKING METER FUND									
02/03/2025	PARK	1315	071091	TRAFFIC & SAFETY CONTROL SYS	PHONE EQUIPMENT	760.000	172	50.00	
02/03/2025	PARK	1316	IRIS0000144433	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00	
			IRIS0000144434		MISC EXPENSE	955.000	172	55.00	
			CHECK PARK 1316 TOTAL FOR FU						110.00
02/11/2025	PARK	1317	INV-1050861	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	185.75	
			INV-1051135		MISC EXPENSE	955.000	172	485.92	
			CHECK PARK 1317 TOTAL FOR FU						671.67
02/18/2025	PARK	1318	IRIS0000143313	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00	
			IRIS0000143314		MISC EXPENSE	955.000	172	55.00	
			CHECK PARK 1318 TOTAL FOR FU						110.00
02/26/2025	PARK	1319	IRIS0000145515	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00	
			IRIS0000145516		MISC EXPENSE	955.000	172	55.00	
			CHECK PARK 1319 TOTAL FOR FU						110.00
02/28/2025	PARK	1320	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	68.42	
			Total for fund 231 PARKING METER FUND						1,120.09

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 02/01/2025 - 02/28/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
02/05/2025	GEN	11842	5074	RAHMBERG STOVER & ASSOCIATES	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	1,495.00
02/05/2025	GEN	11845*#	2/5/2025	GREAT LAKES ACE HARDWARE	STREET SIGNS & POSTS	819.000	446	13.03
Total for fund 401 CAPITAL PROJECT FUND								1,508.03

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 02/01/2025 - 02/28/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
02/11/2025	SEWER	2157	02/23/2025	CHARTER TOWNSHIP OF INDEPEND	CLINTON/OAKLAND SEWER QTRLY	814.000	536	50,978.24
			02/23/2025		QTLY VILLAGE SEWER CHARGES	814.001	536	22,478.86
				CHECK SEWER 2157 TOTAL FOR F				<u>73,457.10</u>
					Total for fund 590 SEWER			73,457.10

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 02/01/2025 - 02/28/2025
 Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
02/07/2025	TAX	951(E)	2/7/2025	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	7,586.90
02/07/2025	TAX	952(E)	2/7/2025	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	19,845.97
02/07/2025	TAX	953(E)	2/7/2025	CLARKSTON INDEPENDENCE DISTR	TAX COLLECTIONS	274.000	000	4,202.83
02/07/2025	TAX	954(E)	2/7/2025	MILL POND ASSOCIATION	TAX COLLECTIONS	274.000	000	429.00
02/07/2025	TAX	955(E)	2/7/2025	CITY OF CLARSTKON SEWER-DELQ	TAX COLLECTIONS	274.000	000	2,059.40
02/20/2025	TAX	956(E)	2/20/2025	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	3,784.52
02/20/2025	TAX	957(E)	2/20/2025	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	40,512.72
02/20/2025	TAX	958(E)	2/20/2025	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	93,134.16
02/20/2025	TAX	959(E)	2/20/2025	CLARKSTON INDEPENDENCE DISTR	TAX COLLECTIONS	274.000	000	19,296.79
02/20/2025	TAX	960(E)	2/20/2025	MILL POND ASSOCIATION	TAX COLLECTIONS	274.000	000	1,716.00
02/20/2025	TAX	961(E)	2/20/2025	CITY OF CLARSTKON SEWER-DELQ	TAX COLLECTIONS	274.000	000	385.69
TOTAL - ALL FUNDS					Total for fund 703 TAX			192,953.98
								299,256.78

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

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

March 3, 2025

Invoice #11142

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>	
2/4/2025 Correspondence to Mr. Bisio re: filing of his Brief; requesting extension to file City's Brief due to vacation; Review email from Mr. Bisio re: agreeable to 14 day extension re: Bisio v Clarkston	0.50 95.00/hr	47.50	✓
Correspondence to City Manager re: west alley sewer repair	0.50 95.00/hr	NO CHARGE	✓
2/6/2025 Correspondence to Judge Matthew's staff attorney re: brief scheduling order re: Bisio v Clarkston; Review correspondence from Judge Matthew's staff attorney re: no briefing scheduling order will be issued; oral argument will be scheduled after briefs are filed re: Bisio v Clarkston	0.50 95.00/hr	47.50	✓
2/7/2025 Review file re: Bisio v City of the Village of Clarkston re: FOIA lawsuit; Preparation of Memorandum to City Mayor, City Council and City Manager re: reimbursement to city of fees paid to settle FOIA lawsuit; Preparation of Time Line	3.00 95.00/hr	NO CHARGE	✓
2/10/2025 Preparation of Stipulated Order to Allow Defendant-Appellee Additional Time to File Its Brief; Correspondence to Mr. Bisio re: review and advise if agreeable re: Bisio v Clarkston; Review correspondence from Mr. Bisio re: approval of stipulated order; Email to Mr. Bisio re: will efile with the court re: Bisio v Clarkston	1.00 95.00/hr	95.00	✓
Preparation of Stipulated Order to Extend Time for Defendant/Appellee to file its Brief re: Richard Bisio v City; Email to Mr. Bisio for review and approval	0.50 95.00/hr	47.50	✓
2/18/2025 Phone call from City Manager re: miscellaneous city matters	0.50 95.00/hr	47.50	✓
2/24/2025 Review correspondence from 52/2 District Court re: Notice to appear re: Clarkston v Alexander	0.50 95.00/hr	47.50	✓

	<u>Hrs/Rate</u>	<u>Amount</u>
2/24/2025 Review council packet for 2/24/25 council meeting	0.50 95.00/hr	47.50 ✓
Attend City Council Meeting	2.50 95.00/hr	237.50 ✓
2/26/2025 Review Appellant's Brief on Appeal re: Richard Bisio v Clarkston	3.00 95.00/hr	285.00 ✓
For professional services rendered	13.00	\$902.50
Previous balance		\$1,662.50
Accounts receivable transactions		
2/7/2025 Payment - Thank You No. 11836		(\$1,662.50)
Total payments and adjustments		(\$1,662.50)
Balance due		\$902.50

JS

101-266-803-000

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

March 3, 2025

In Reference To: Clarkston Court/Prosecution
Invoice #11141

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
2/20/2025 Review correspondence from 52/2 District Court re: Judge Kostin's docket on 3/5/25	0.50 95.00/hr	47.50
2/24/2025 Review incident report re: Clarkston v Scott	0.50 95.00/hr	47.50
For professional services rendered	<u>1.00</u>	<u>\$95.00</u>
Previous balance		\$237.50
Accounts receivable transactions		
2/7/2025 Payment - Thank You No. 11836		(\$237.50)
Total payments and adjustments		<u>(\$237.50)</u>
Balance due		<u>\$95.00</u>

101-266-803-000



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

Final Minutes of the September 9, 2024, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Gary Casey, Amanda Forte, Mark Lamphier, Ted Quisenberry, and Peg Roth
- Council Members Absent: Laura Rodgers, Mayor Pro Tem
- Others Present: Jonathan Smith, City Manager and Tom Ryan, City Attorney
- Others Absent: Sgt. John Ashley, Oakland County Sheriff

4. Approval of Agenda:

- Motioned by Roth, supported by Quisenberry to approve the agenda as amended to include item 10d under New Business to Discuss the Scheduling of a Special Council Meeting to Discuss the Charter Amendment Proposal. VOTE: All Aye. MOTION CARRIED 6-0

5. Public Comments:

- Carol Eberhardt – Concerns about the Charter Amendment Proposal

6. FYI:

- None

7. City Manager Report:

- West Alley Sewer Repair Work
- Rescheduling of the Facilitated Discussion on the Historic District
- Development Proposal for the Vacant Property at Waldon & Main
- Election Workers Needed

- Bioswale Installations
- Property Tax Deadline (9/16/24) Reminder
- November 2024 Election Update

8. Motion: Acceptance of Consent Agenda as Presented 9/9/2024

Motioned by Quisenberry, supported by Lamphier to approve the Consent Agenda with one correction: removal of the word *Commission* from the City Manager Report in the 8/26/24 Draft Minutes. VOTE: All Aye. MOTION CARRIED 6-0

9. **Unfinished Business:**

a. Resolution: Sidewalk Repairs Phase II: Flag Replacement

Motioned by Forte, supported by Casey to authorize the City Manager to contract with Orozco Construction at a not-to-exceed cost of \$50,0021.40 for the Phase II replacement of 253 heaved or broken sidewalk flags in the City, with \$40,000 funded by the City's Sidewalk Repair budget (401-901-930.005) and up to \$10,021.40 funded by the Professional & Contractual Services budget (401-901-805.001). VOTE: All Aye. MOTION CARRIED 6-0

10. **New Business:**

a. Discussion: Permit Parking Fees

Comments from Angela Batten of Real Estate One, expressing concerns over the \$60/month permit parking fee. The City Manager was asked to prepare a recommendation for discussion/vote in the October 14, 2024 Council meeting.

b. Resolution: National Recovery Month – September 2024

c. Resolution: National Suicide Prevention Month – September 2024

Motioned by Wylie, supported by Forte to support both the National Recovery Month and National Suicide Prevention Month resolutions from the Oakland Community Health Network. VOTE: All Aye. MOTION CARRIED 6-0.

d. Discussion: Scheduling of a Special Council Meeting to Discuss the Charter Amendment Proposal

Motioned by Forte, supported by Lamphier to amend the agenda to add a motion to hold a Special Council meeting to discuss the City Charter Amendment Proposal on the November 5th ballot. VOTE: All Aye. MOTION CARRIED 6-0.

Motioned by Quisenberry, supported by Forte to start the Regular 9/23/24 City Council meeting at 6:00 PM followed by a Special City Council meeting at 7:00 PM to discuss the City Charter Amendment Proposal on the November 5th ballot. VOTE: All Aye. MOTION CARRIED 6-0.

11. Motion: Adjourn Meeting at 8:54 P.M.

- a. Motioned by Forte, supported by Rodgers to adjourn. VOTE: All Aye. MOTION CARRIED 6-0.

Respectfully Submitted by Jonathan Smith, City Manager



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

Final Minutes of the October 14, 2024, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Amanda Forte, Mark Lamphier
- Council Members Absent: Gary Casey, Ted Quisenberry, Peg Roth
- Others Present: Jonathan Smith, City Manager and Tom Ryan, City Attorney
- Others Absent: Sgt. John Ashley, Oakland County Sheriff

4. Approval of Agenda:

- Motioned by Forte, supported by Lamphier to approve the agenda as presented.
VOTE: All Aye. MOTION CARRIED 4-0

5. Public Comments:

- Cher Pardee – MDOT plaques on M-15

6. FYI:

- 9-Day Early Voting Centers

7. City Manager Report:

- City Sidewalk Repair Status
- Depot Park Pony Cycle Reveal
- Clarkston Mayor and Councilmember Candidates
- Important Election-Related Dates

8. Election Update from Deputy Clerk Evelyn Bihl

9. Motion: Acceptance of Consent Agenda as Presented 10/14/2024

Motioned by Rodgers, supported by Forte to approve the Consent Agenda. VOTE: All Aye. MOTION CARRIED 4-0

10. Unfinished Business:

a. None

11. New Business:

a. Motion: Election Commission Appointments

Motioned by Wylie, supported by Lamphier to appoint Treasurer Greg Cote' and register elector Cara Catallo to the City's Election Commission effective immediately. Acting City Clerk Jonathan Smith shall be the Chairperson. VOTE: All Aye. MOTION CARRIED 4-0

b. Resolution: Adoption of the Oakland County Hazard Mitigation Plan

Resolved by Forte, supported by Rodgers to adopt in its entirety the 2023 Oakland County Multi-Jurisdictional Hazard Mitigation Plan. VOTE: All Aye. RESOLUTION CARRIED 4-0

c. Discussion: Changing the Paid Parking Time Period for the Depot Road Parking Lot
Discussed alternatives, but no action proposed or taken.

12. Motion: Adjourn Meeting at 8:10 P.M.

a. Motioned by Rodgers, supported by Forte to adjourn. VOTE: All Aye. MOTION CARRIED 4-0.

Respectfully Submitted by Jonathan Smith, City Manager

ORDINANCE NO. 118

CLARKSTON LOCAL HISTORIC DISTRICT ORDINANCE

PREAMBLE

Pursuant to the Authority conferred by 1970 PA 169, as amended, providing for the establishment of historic districts; the acquisition of certain resources structures for historic preservation purposes, the preservation of historic and nonhistoric resources; the maintenance of public owned resources and structures by local units and the establishment of historic commissions; to provide for certain assessments under certain circumstances; to provide for procedures; and to provide for remedies and penalties.

THE CITY OF THE VILLAGE OF CLARKSTON ORDAINS:

Section 1.01 - Short Title

This ordinance shall be known and may be cited as the City of the Village of Clarkston Local Historic District Ordinance.

Section 2.01 - Historic Preservation; Public Purpose; Local Ordinances

Historic preservation is declared to be a public purpose and the City of the Village of Clarkston may by ordinance regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the limits of the City of the Village of Clarkston. The purpose of the ordinance shall be to do one or more of the following:

- (a) Safeguard the heritage of the local unit by preserving one or more historic districts in the City of the Village of Clarkston that reflect elements of the City of the Village of Clarkston's history, architecture, archaeology, engineering or culture.
- (b) Stabilize and improve property values in each district and the surrounding areas.
- (c) Foster civic beauty.
- (d) Strengthen the local economy.
- (e) Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the City of the Village of Clarkston and of the State.

Section 3.01 - Definitions

As used in this Ordinance:

- (a) "Alteration" means work that changes the detail of a resource but does not change its basic size

or shape.

(b) "Bureau" means the Bureau of History of the Michigan Department of State.

(eb) "Certificate of Appropriateness" means the written approval of a permit application for work that is appropriate and that does not adversely affect a resource.

(dc) "Commission" means a Historic District Commission created by the city of the Village of Clarkston pursuant to section 4.01.

(ed) "Committee" means a Historic District Study Committee appointed by the City of the Village of Clarkston pursuant to Section 3.01 and 14.01.

(f) "Demolition" means the razing or destruction whether entirely or in parts of a resource and includes, but is not limited to, demolition by neglect.

(f) "Demolition by Neglect" means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.

(h) "Denial" means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.

(i) "Historic District" means an areas or group of areas not necessarily having contiguous boundaries that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.

(j) "Historic Preservation" means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archaeology, engineering, or culture.

(k) "Historic Resource" means a publicly or privately owned building, structures, site, object, feature or open space that is significant in the history, architecture, archaeology, engineering, or culture of this State or a community within this State, or of the United States.

(l) "Local Unit" means the City of the Village of Clarkston.

(m) "Memorandum of Administrative Approval" means the written approval of an application for time sensitive projects that do not require a building permit for work that is appropriate and that does not adversely affect a resource (for example roof repairs).

(mn) "Notice To Proceed" means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 6.01(5).

(no) "Open Space" means undeveloped land, a naturally landscaped area, or a formal or manmade landscaped area that provides a connective link or a buffer between other resources.

(op) "Ordinary Maintenance" means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for purposes of this Ordinance.

(pq) "Proposed Historic District" means an area or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by a committee or a standing committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.

(qr) "Repair" means to restore a decayed or damaged resource to a good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for purposes of this Ordinance.

(rs) "Resource" means one or more publicly or privately owned historic or nonhistoric buildings, structures, sites, objects, features, or open spaces located within a historic district.

(t) "SHPO" means the Michigan State Historic Preservation Office.

(su) "Standing Committee" means a permanent body established by the City of the Village of Clarkston pursuant to Section 14.01 to conduct the activities of a Historic District Study Committee on a continuing basis.

(tv) "Work" means construction, addition, alteration, repair, moving, excavation, or demolition.

Section 4.01 - Historic District Establishment; Study Committee, Duties; Preliminary Reports, Contents; Hearing, Notice; Final Report, Recommendations; Ordinances; Availability of Writings to Public

(1) The City of the Village of Clarkston having established a Historic District, the historic district shall be administered by a Commission established pursuant to Section 5.01. Before establishing a historic district, the City of the Village of Clarkston shall appoint a Historic District Study Committee. The committee shall contain a majority of persons who have a clearly demonstrated interest in or knowledge of historic preservation and shall contain representation from one or more duly organized local historic preservation organizations. The committee shall do all of the following:

(a) Conduct a photographic inventory of resources within each proposed historic district following procedures established or approved by the ~~bureau~~SHPO.

(b) Conduct basic research of each proposed historic district and the historic resources located within that district.

(c) Determine the total number of historic and nonhistoric resources within a proposed historic

district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 C.F.R. Part 60, and criteria established or approved by the **bureauSHPO**, if any.

(d) Prepare a preliminary Historic District Study Committee Report that addresses at a minimum all of the following:

- (i) The charge of the committee.
- (ii) The composition of the committee membership.
- (iii) The historic district or districts studied.
- (iv) The boundaries for each proposed historic district in writing and on maps.
- (v) The history of each proposed historic district.
- (vi) The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative, to the evaluation criteria.

(e) Transmit copies of the preliminary report for review and recommendations to the local planning body, to the **bureauSHPO**, to the Michigan Historical Commission, and to the State Historic Preservation Review Board.

(f) Make copies of the preliminary report available to the public pursuant to Subsection (4).

(2) Not less than 60 calendar days after the transmittal of the preliminary report, the committee shall hold a public hearing in compliance with Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the hearing shall be given in the manner required by Act No. 267 of the Public Acts of 1976, as amended. Written notice shall be mailed by first-class mail not less than 14 calendar days before the hearing to the owners of properties within the proposed historic district, as listed on the tax rolls of the City of the Village of Clarkston.

(3) After the date of the public hearing, the committee and the City of the Village of Clarkston shall have not more than one year, unless otherwise authorized by the City of the Village of Clarkston, to take the following actions:

(a) The committee shall prepare and submit a final report with its recommendations and the recommendation, if any, of the local planning body to the City of the Village of Clarkston. If the recommendation is to establish a historic district or districts, the final report shall include a draft of a proposed ordinance or ordinances.

(b) After receiving a final report that recommends the establishment of a historic district or districts, the City of the Village of Clarkston, at its discretion, may introduce and pass or reject an ordinance or ordinances. If the City of the Village of Clarkston passes an ordinance or ordinances establishing one or more historic districts, the City of the Village of Clarkston shall file a copy of that ordinance or those ordinances, including a legal description of the property or properties located

within the historic district or districts, with the Register of Deeds. The City of the Village of Clarkston shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the City of the village of Clarkston, have approved the establishment of the historic district pursuant to a written petition.

(4) A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws.

Section 5.01 - Historic District Commissions; Creation; Members, Appointment, Terms, Vacancies; Applicability of Section

The City of the Village of Clarkston shall establish a commission to be called the Historic District Commission. Each member of the commission shall reside within the City of the Village of Clarkston. The commission shall consist of 5 members. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. The members shall be appointed by the Mayor. Members shall be appointed for 3-year terms except the initial appointments of some of the members shall be for less than 3 years so that the initial appointments are staggered and that subsequent appointments do not recur at the same time. Members shall be eligible for reappointment. A vacancy on the commission shall be filled within 60 calendar days by an appointment made by the appointing authority. The commission shall include as a member, if available, a graduate of an accredited school of architecture who has 2 years of architectural experience or who is an architect registered in this State.

Section 6.01 - Work Effecting Exterior Appearance of Historic Resources; Permit, Application; Certificate of Appropriateness or Notice; Process Fee; Appeal of Commission's Decision; Standards and Guidelines; Considerations, Hearing; Delegated Authorities

(1) A permit shall be obtained before any work effecting the exterior appearance of a resource is performed within a historic district or, if required under Subsection (4), work affecting the interior arrangements of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for a permit with the inspector of buildings, the Commission, or other duly delegated authority. If the inspector of buildings or other authority receives the application, the application shall be immediately referred together with all required supporting materials that make the application complete to the Commission. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a certificate of appropriateness or a notice to proceed as prescribed in this ordinance. The City of Village of Clarkston may charge a reasonable fee to process a permit application.

(2) An applicant aggrieved by a decision of a Commission concerning a permit application may file an appeal with the State Historic Preservation Review Board of the Michigan Historical Commission within the Department of State. The appeal shall be filed within 60 days after the decision is furnished to the applicant. The appellant may submit all or part of the appellant's evidence and arguments in written form. The Review Board shall consider an appeal at its first regularly scheduled meeting after receiving the appeal, but may not charge a fee for considering an appeal. The review board may affirm, modify, or set aside a Commission's decision and may order a Commission to issue a certificate of appropriateness or a notice to proceed. A permit applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the circuit court having jurisdiction over the Historic District Commission whose decision was appealed to the State Historic Preservation Review Board.

(3) In reviewing plans, the Commission shall follow the U.S. Secretary of the Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of Interior's standards and guidelines and are established or approved by the ~~bureau~~SHPO. The commission shall also consider all of the following:

(a) The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.

(b) The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.

(c) The general compatibility of the design, arrangement, texture, and materials proposed to be used.

(d) Other factors, such as aesthetic value, that the Commission finds relevant.

(4) The Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City of the Village of Clarkston or unless interior work will cause visible change to the exterior of the resource. The Commission shall not disapprove an application due to considerations not prescribed in Subsection (3).

(5) If an application is for work that will adversely affect the exterior of a resource the commission considers valuable to the City of the Village of Clarkston, State or Nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the City of the Village of Clarkston, State or Nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for preservation of the resource.

(6) Work within a historic district shall be permitted through the issuance of a notice to proceed by the Commission if any of the following conditions prevail and if the proposed work can be

demonstrated by a finding of the Commission to be necessary to substantially improve or correct any of the following conditions:

(a) The resource constitutes a hazard to the safety of the public or to the structure's occupants.

(b) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approval, financing, and environmental clearances.

(c) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.

(d) Retaining the resource is not in the interest of the majority of the community.

(7) Signs. When considering signs under this Ordinance, the Historic District Commission may approve signs which do not comply with the provisions of Section 10.05 of Ordinance 72, the City of the Village of Clarkston Zoning Ordinance, if:

(1) The applicant establishes by a preponderance of evidence acceptable to the Commission that the design of the existing sign as replicated, repaired, restored or relocated, preserves a historic facade or premises more effectively than a design complying with Section 10.05 of Ordinance 72, the City of the Village of Clarkston Zoning Ordinance

(2) The Commission requires compliance with Section 10.05 of Ordinance 72, the City of the Village of Clarkston Zoning Ordinance to the greatest extent consistent with the historical preservation of the facade or premises involved.

(8) The business that the Commission may perform shall be conducted at a public meeting of the commission held in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976, as amended. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.

(9) The Commission shall keep a record of its resolutions, proceedings, and actions. A writing prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.245 of the Michigan Compiled Laws.

(10) The Commission may adopt its own rules of procedure and shall adopt design review standards and guidelines for resource treatment to carry out its duties under this ordinance.

(11) The Commission may delegate the issuance of certificates of appropriateness for specified minor classes of work to its staff, to the inspector of buildings, or to another delegated authority. The Commission shall provide to the delegated authority specific written standards for issuing certificates of appropriateness under this subsection. On at least a quarterly basis, the Commission shall review the certificates of appropriateness if any, issued for work by its staff, the inspector, or another authority to determine whether or not the delegated responsibilities should be continued.

(12) Upon a finding by a Commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with demolition by neglect, the Commission may do either of the following:

(a) Require the owner of the resource to repair all conditions contributing to demolition by neglect.

(b) If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as are necessary to prevent demolition by neglect. The costs of the work shall be charged to the owner, and may be levied by the City of The Village of Clarkston as a special assessment against the property. The Commission or its agents may enter the property for purposes of this section upon obtaining an order from the Circuit Court.

(13) When work has been done upon a resource without a permit, and the Commission finds that the work does not qualify for a certificate of appropriateness, the Commission may require owner to restore the resource to the condition the resource was in before the inappropriate work or to modify the work so that it qualifies for a certificate appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the Circuit Court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a certificate of appropriateness. If the owner does not comply or cannot comply with the order of the court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a certificate of appropriateness in accordance with the court's order. The costs of the work shall be charged to the owner, and may be levied by the City of the Village of Clarkston as a special assessment against the property. When acting pursuant to an order of the Circuit Court, a Commission or its agents may enter a property for purposes of this section.

Section 7.01 - Grants and Gifts; Benefit Programs

The City of the Village of Clarkston may accept state or federal grants for historic preservation purposes, may participate in state and federal programs that benefit historic preservation, and may accept public or private gifts for historic preservation purposes. The City of Village of Clarkston may make the Historic District Commission a standing committee, or other agency its duly appointed agent to accept and administer grants, gifts, and program responsibilities.

Section 8.01 - Historic Resources; Acquisition by City of the Village of Clarkston

If all efforts by the Historic District Commission to preserve a resource fail, or if it is determined by

the City of the Village of Clarkston that public ownership is most suitable, the City of the Village of Clarkston, if considered to be in the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Commission or Standing Committee. The Commission or Standing Committee is responsible for maintaining publicly owned resources using its own funds, if not specifically designated for other purposes or public funds committed for that use by the City of the Village of Clarkston. Upon recommendation of the committee or Standing Committee, the City of the Village of Clarkston may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

Section 9.01 - County Historic District Commission; County Jurisdiction, Coordination; Review of Activities

The jurisdiction of a county shall be the same as that provided in Act No. 183 of the Public Acts of 1943, as amended, being Sections 125.201 to 125.232 of the Michigan Compiled Laws, or as otherwise provided by contract entered into between the county and the city. If a county historic district commission is in existence, coordination between the county historic district commission and township and municipality historic district commissions shall be maintained. The overall historic preservation plans of the city shall be submitted to the county historic district commission for review.

Section 10.01 - Filing of Certificates of Appropriateness, Notices to Proceed, and Denials of Permit Applications; Binding Decision Appeal; Records; Uniform Administration of Ordinance

(1) The commission shall file certificates of appropriateness, notices to proceed, and denials of applications for permits with the inspector of buildings or other delegated authority. A permit shall not be issued until the Commission has acted as prescribed by this ordinance. If a permit application is denied, the decision shall be binding on the inspector or other authority. A denial shall be accompanied with a written explanation by the Commission of the reasons for denial and, if appropriate, a notice that an application may be resubmitted for Commission review when suggested changes have been made. The denial shall also include notification of the applicant's rights of appeal to the State Historic Preservation Review Board and to the Circuit Court. The failure of the commission to act within 60 calendar days after the date a complete application is filed with the commission, unless an extension is agreed upon in writing by the applicant and the commission, shall be considered to constitute approval.

Section 11.01 - Construction of Ordinance

Nothing in this ordinance shall be construed to prevent ordinary maintenance or repair of a resource within a historic district, or to prevent work on any resource under a permit issued by the inspector of buildings or other duly delegated authority before the ordinance was enacted.

Section 12.01 - Historic District Commission; Decisions, Appeal, Exceptions

Any citizen or duly organized historic preservation organization in the City of the Village of Clarkston, as well as resource property owners, jointly or severally aggrieved by a decision of the Historic District Commission may appeal the decision to the Circuit Court, except that a permit applicant aggrieved by a decision rendered under Section 5(1) may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board under Section 5(2).

Section 13.01 - Procedures for Establishing, Modifying or Eliminating Historic Districts; Resolutions; Emergency Moratorium on Pending Working

(1) The City of the Village of Clarkston may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, a Historic District Study Committee appointed by the City of the Village of Clarkston shall, except as provided in Subsection (2), comply with the procedures set forth in Section 3.01 and shall consider any previously written committee reports pertinent to the proposed action. To conduct these activities, the City of the Village of Clarkston may retain the initial committee, establish a standing committee, or establish a committee to consider only specific proposed districts and then be dissolved.

(2) If considering elimination of a historic district, a committee shall follow the procedures set forth in Section 3.01 for issuing a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following:

- (i) The historic district has lost those physical characteristics that enabled establishment of the district.
- (ii) The historic district was not significant in the way previously defined.
- (iii) The historic district was established pursuant to defective procedures.

(3) Upon receipt of substantial evidence showing the presence of historic, architectural, archaeological, engineering, or cultural significance of a proposed historic district, the City of the Village of Clarkston may, at its discretion, adopt a resolution requiring that all applications for permits within the proposed historic district be referred to the Commission as prescribed in Sections 5.01 and 9.01. The Commission shall review permit applications with the same powers that would apply if the proposed historic district was an established historic district. The review may continue in the proposed historic district for not more than one year or until such time as the City of the Village of Clarkston approves or rejects the establishment of the historic district by ordinance, whichever occurs first.

(4) If the City of the Village of Clarkston determines that pending work will cause irreparable harm to resources located within an established historic district or a proposed historic district, the City of the Village of Clarkston may by resolution declare an emergency moratorium of all such work for a period not to exceed 6 months. The City of the Village of Clarkston may extend the emergency moratorium for an additional period not to exceed 6 months upon finding that the threat of

irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

Section 14.01 - Violations of Ordinance; Penalties

(1) A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this ordinance is responsible for a civil violation and may be fined not more than \$5,000.00.

(2) A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this ordinance may be ordered by the court to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated, or demolished.

Section 15.01 - Savings clause

Provisions of this ordinance shall be deemed to be severable and should any section, paragraph, provision or part thereof contained in this ordinance be declared by the courts to be unconstitutional or otherwise invalid, such holding shall not affect the validity of this ordinance as a whole or any part hereof other than the part declared unconstitutional or invalid.

Section 16.01 - Effective Date.

This ordinance shall take effect twenty (20) days after passage.

Made and passed this 26th day of February, 19962025, by the City Council of the City of Village of Clarkston.

THE CITY OF THE VILLAGE OF
CLARKSTON

BY: ~~S/Sharron-Catallo~~
Sharron-Catallo, President

BY: ~~S/Artemus-Pappas~~
Artemus-Pappas, City Clerk

Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

Memorandum

To: Mayor Susan Wylie, Members of Council
Cc: Jonathan Smith, City Manager
From: Tom Ryan, City Attorney
Date: March 6, 2025
Re: Inter-Governmental Law Enforcement Service Agreement

Dear Mayor Wylie and Members of Council:

Late last year the Oakland County Board of Commissioners increased the cost of the Oakland County Sheriff's department providing law-enforcement services to various communities in Oakland County.

The Charter Township of Independence is one of those agencies, which received this increase. Since we are a subcontractor of Independence Township for Oakland County Sheriff Department services, we are going to be affected by the cost increase to Independence Township.

To that end, the Township has provided to Mr. Smith for my review and a copy to you in this packet of the proposed agreement for law enforcement services.

We already have an existing police and fire agreement with Independence Township as you know. Under the proposed contract Independence Township has forwarded to Mr. Smith, the amount of charges from Oakland County for police services from the Oakland County Sheriff for 2025 will be the amount of \$6,282,773, the estimated cost for 2026 of \$6,854,514 and lastly for 2027 \$7,478,277.

The new formula proposed by the township is Clarkston will be charged 2.72% of the total cost of law enforcement services on an annual basis.

The new contract is requesting monthly installments, which we now pay quarterly; and it has a provision 2.0 that any money exceeding the contract amount will be nonrefundable.

March 6, 2025

Page 2

Lastly, it provides for an administrative fee to Independent Township of zero dollars so I'm not certain if they are not charging or going to charge us an administrative fee or just as a placeholder to charge us a fee at some point in the future.

I've expressed to Mr. Smith and I understand he is going to meet with Supervisor Phyle and Mr. Kelly and perhaps myself to discuss these issues because we need to if we're going to change the formula for police, we need to reference in this contract the old contract is no longer effective for police services and then we need to decide what's going to happen with the existing contract, which covers the fire services from Independence Township.

We have to discuss these matters and other than agreeing to this contract, and it is a significant increase, but unfortunately it comes from the county Board of Commissioners and not from the Sheriff's Department.

Respectfully submitted,


Thomas J. Ryan
City Attorney

**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 1st day of January 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, but is unable to maintain its current police department because of current financial conditions.

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 January 1st, 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 2.72% of the total cost of Law Enforcement services 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, whether in error or otherwise, shall be deemed non-refundable and shall be retained by Independence. Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments.

c. In addition to the proportionate share of law enforcement costs, Clarkston shall pay a monthly administrative fee to Independence of \$0.00 per month for purposes of covering the administrative overhead associated with contract management, reporting, and coordination efforts between Independence and OCSO.

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. or Clarkston resident that the provision. of law enforcement services under this Agreement will result in any specific reduction or prevention of criminal activity within Clarkston or any other performance-based outcome.

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 and in accordance with OCSO policy.

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 thy 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 parties may pursue any legal remedies available, with venue and jurisdiction in Oakland County, Michigan

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 th.is Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and *vice versa*. Clarkston. shall not provide, furnish or assign any Sheriff's Deputy with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff's Deputy in the performance of any duty or obligation under the terms of th.is Agreement.

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.

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 June 1 prior to the effective date of the termination and the effective date of the termination shall not be until January 1 following said notice. 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, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities.

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

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

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

CHARTER TOWNSHIP OF
INDEPENDENCE, a Michigan
corporation

CITY OF THE VILLAGE OF
CLARKSTON, a Michigan municipal
corporation

By:  _____

By: _____

Date: _____

Date: _____

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Contractual Clerk Agreement

WHEREAS, Angela Guillen has been working in the City Office as a contractual Clerk since October 2024 while the City Manager pursues the permanant hiring of Angela for the Clarkston City Clerk position, and;

WHEREAS, while the City's Finance Committee evaluates the 25-26 Fiscal Year Budget Proposal and the appropriate salary levels for the staff positions, it is recommended that the contractual agreement be extended, and;

WHEREAS, City Attorney Tom Ryan has prepared the attached Agreement with Ms. Guillen reflecting an hourly rate of \$40 and a not-to-exceed total of \$10,880 for the period of March 1 through April 30, 2025, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby approves the attached Agreement with Angela Guillen for contractual clerk work and assistance through April 30, 2025.

Avery	Casey	Forte	Jones	Quisenberry	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain
<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Resolution is Adopted

Resolution is Defeated

Jonathan Smith, City Manager

March 10, 2025

Date

CITY OF THE VILLAGE OF CLARKSTON

**AGREEMENT TO HIRE CONTRACTUAL CLERK ASSISTANT
THROUGH April 30, 2025**

THIS AGREEMENT is made as of this 10th day of March, 2025, between the CITY OF THE VILLAGE OF CLARKSTON, Oakland County, Michigan, by and through its City Council (hereinafter referred to as "Employer") and ANGELA GUILLEN (hereinafter referred to as "Contractor").

The parties recite and declare that:

The Employer is desirous of engaging the services of Contractor under the direction of the City Clerk for the specific period set forth in Section V of this Agreement. The Contractor is desirous of providing City Clerk services to the City of the Village of Clarkston.

The parties hereto agree as follows:

**SECTION I
MUTUAL ASSENT TO EMPLOYMENT**

The Employer hereby employs, engages, and hires the Contractor on a temporary basis to provide City Clerk assistance for the City of the Village of Clarkston, and the Contractor hereby accepts and agrees to such temporary employment.

**SECTION II
GOVERNING LAW**

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

SECTION III
DUTIES OF CONTRACTOR

The duties will consist of onsite City Clerk assistance for the period March 1, 2025 through April 30, 2025

SECTION IV
PLACE OF EMPLOYMENT

The duties required of the Contractor hereunder shall be rendered at 375 Depot Road, Clarkston, Michigan, and such other place or places as the Employer shall, in good faith, require or as the interests and needs of the Employer shall require.

SECTION V
TERM OF EMPLOYMENT

The Contractor shall be employed as a contractual clerk assistant for the period of time from March 1, 2025, and shall terminate on April 30, 2025, ("Base Term"), thereafter; this Agreement shall be extended, unless and until terminated pursuant to the provisions of Section X below ("Extension Term"). Any extension of the Base Term must be in writing and must be signed by the parties, and nothing herein shall obligate either party to extend this Agreement beyond the Base Term.

SECTION VI
COMPENSATION

The Employer shall pay the Contractor, and the Contractor shall accept from the Employer, in full payment for the Contractor's services hereunder, compensation at the rate of Forty (\$40.00) Dollars per hour and not to exceed Ten Thousand Eight Hundred Eighty (\$10,880.00) Dollars for the term of the agreement. The Contractor shall submit periodic invoices to the City Manager. The Contractor will be given a 1099 form for services rendered.

SECTION VII
OTHER EMPLOYMENT

This employment is for specific part-time contract between the Employer and the Contractor. The Contractor shall provide her best efforts to complete all work necessary on behalf of the City of the Village of Clarkston with the actual hours worked to be scheduled in the best interests of the City. The Contractor shall not use City offices, equipment, or services for any activity that is not directly related to her temporary employment with the City, but shall have the right to other employment that does not interfere with her City obligations.

SECTION VIII
FACILITIES, SUPPLIES AND ASSISTANCE

The Employer shall furnish the Contractor with supplies, equipment, and material as may be required in the performance of the Contractor's duties.

SECTION IX
BENEFITS

It is understood that there are no benefits attended to this Agreement as this is a short-term topic specific agreement.

SECTION X
EMPLOYMENT/TERMINATION

The Contractor understands that for the term of this Agreement, she is an at-will Contractor of the City of the Village of Clarkston and this Agreement may be terminated by the elected Council of the City of the Village of Clarkston in accordance with the City Charter.

SECTION XI
MODIFICATION

No modification or waiver of this Agreement or of any covenant, condition, or provision herein shall be valid unless in writing and duly executed by the parties to this Agreement.

SECTION XII
SEVERABILITY

All agreements and covenants herein are severable, and in the event of any of them, with the exception of those contained in Section I, II, III, IV, and V hereof, shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION XIII
COMPLETE AGREEMENT AND WRITTEN CONTRACT

This written Agreement embodies the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the Employer or the Contractor other than those contained herein.

SECTION XIV
INDEMNIFICATION

The City shall defend, save harmless and indemnify the Contractor against any tort or professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Contractor's duties. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement at the City of the Village of Clarkston City Hall this tenth day of March, 2025.

WITNESSES:

CITY OF THE VILLAGE OF CLARKSTON

BY:

Sue Wylie, Mayor
City of the Village of Clarkston
(Employer)

BY:

Jonathan Smith, City Manager

BY:

Angela Guillen, (Contractor)

Approved as to Form:

Thomas J. Ryan, City Attorney