

**NOTICE OF PONTIAC CITY COUNCIL MEETING**  
**December 15, 2020**  
**at 6:00 p.m.**

**THE MEETING WILL BE HELD ELECTRONICALLY**

The City Council of the City of Pontiac will hold a Study Session on December 15, 2020 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The public may view the meeting electronically through the following method.  
**<http://pontiac.mi.us/council/pontiactv/index.php>**
2. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to **[publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us)**. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 5:30 p.m. on December 15, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or **[clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us)** at least 24 hours in advance of the meeting.

Dated 12-11-2020, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

# PONTIAC CITY COUNCIL

**Kermit Williams, District 7**  
**President**  
**Randy Carter, District 4**  
**President Pro Tem**



**Patrice Waterman, District 1**  
**Megan Shramski, District 2**  
**Mary Pietila, District 3**  
**Gloria Miller, District 5**  
**Dr. Doris Taylor Burks, District 6**

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

Website: [http://pontiac.mi.us/council/meeting\\_agendas\\_and\\_minutes/index.php](http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php)

## **STUDY SESSION**

**December 15, 2020**

**6:00 P.M.**

**205<sup>th</sup> Session of the 10<sup>th</sup> Council**

**Call to order**

**Roll Call**

**Authorization to Excuse Councilmembers**

**Amendments to and Approval of the Agenda**

**Approval of the Minutes**

1. December 8, 2020

**Public Comment**

**Agenda Items**

**City Council**

2. Update from the Ad-hoc Medical Marihuana Sub Committee
3. Resolution to approve the 2021 City Council Meeting Schedule

**City Clerk**

4. Update on Center for Tech and Civic Life Grant

**Finance**

5. Resolution to approve a Two-Year Renewal Agreement with Wade-Trim for the City of Pontiac's Building Services effective January 1, 2021, through December 31, 2022.
6. Resolution to approve the revised Federal Poverty Guidelines for 2021 and the City of Pontiac Board of Review instructions for applicants requesting hardship exemption consideration
7. Resolution establishing authorized signatures for Municipal Employees' Retirement System of Michigan (MERS) Contracts and Service Credit Purchase Approvals

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Garland S. Doyle, M.P.A., Interim City Clerk

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

**Planning**

8. Resolution to Approve the Downtown Pontiac Social District
9. Resolution to Approve Pontiac Downtown Social District Permit Applications
10. Resolution to Approve Scheduling a Public Hearing for the 2021-2025 Parks & Recreation Master Plan on January 19, 2021

**Upcoming Special Presentation**

December 22, 2020

Office of the City Clerk Medical Marihuana Application Review Update

**Adjournment**

**#1**

**MINUTES**

December 8, 2020 Minutes

**Official Proceedings  
Pontiac City Council  
204<sup>th</sup> Session of the Tenth Council**

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, December 8, 2020 at 6:00 p.m. by Council President Kermit Williams.

**Invocation** – Councilmember Taylor-Burks

**Pledge of Allegiance**

**Roll Call**

Members Present: Carter, Miller, Shramski, Taylor-Burks, and Williams

Members Absent: Pietila and Waterman

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-552 **Excuse Councilmember Pietila and Waterman for personal reasons.** Moved by Councilperson Shramski and second by Councilperson Taylor-Burks.

Ayes: Miller, Shramski, Taylor-Burks, Williams and Carter

No: None

**Motion Carried**

**Amendments to and Approval of the Agenda**

20-553 **Motion to approve the amended agenda.** Moved by Councilperson Shramski and second by Councilperson Taylor-Burks.

Ayes: Shramski, Taylor-Burks, Williams, Carter, and Miller

No: None

**Motion Carried**

**Approval of the Minutes**

20-554 **Approval of minutes for November 21, 2020.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

Ayes: Shramski, Taylor-Burks, and Williams

No: Carter

Abstain: Miller

**Motion Failed.**

20-555 **Approval of minutes for December 1, 2020.** Moved by Councilperson Carter and second by Councilperson Shramski.

Ayes: Taylor-Burks, Williams, Carter, Miller and Shramski

No: None

Abstain: None

**Motion Carried**

**Special Presentations**

2021-2025 Parks and Recreation Master Plan

Presentation Presenter: Mayor Waterman

**Recognition of Elected Officials – None**

**Agenda Address – None**

**Agenda Items**

**Resolution**

**City Clerk**

20-556 **Resolution to approve Brian Stair, Global Alliance Protective Group, LLC as the Professional Expert-Security Consultant for Medical Marihuana and agreement not to exceed \$13,500.00. Moved by Pro Tem Carter and second by Councilperson Miller.**

Ayes: Williams, Carter, Miller, Shramski and Taylor-Burks

No: None

**Resolution Passed**

Note: Global Alliance Protective Group, LLC – Professional Expert – Security Consultant for Medical Marihuana Agreement attached as Exhibit A

**Department of Public Works (DPW)**

20-557 **Resolution to approve proposed budget amendment for fiscal year 2020-2021 to reallocate \$190,000.00 of the Council adopted budgeted expenditures from the General Fund. The total funds amount of \$190,000.00 are to be used to pay for Pontiac’s Contractual Mowing Services during fiscal year 2020-2021. Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.**

WHEREAS, as of October 27<sup>th</sup>, 2020 the City of Pontiac’s DPW Director requested that the City Council approve a budget amendment for reallocating fiscal year 2020/2021 Council adopted budgeted expenditures to be used to pay for Contractual Mowing Services; and

WHEREAS, current budgeted funds in the Contractual Mowing Services accounts within the General Fund; and

WHEREAS, the reallocation of these funds ensures that the City of Pontiac will have enough budgeted expenditure amounts within the Contractual Mowing Services accounts to properly pay vendors for mowing services throughout fiscal year 2020/2021.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the proposed budget amendment for fiscal year 2020/2021 to allocate from the General Fund (101) \$190,000.00 to account 101-818-818.006 to be used to pay for Pontiac’s Contractual Mowing Services during fiscal year 2020/2021.

Ayes: Miller, Shramski, Taylor-Burks Williams and Carter

No: None

**Resolution Passed**

20-558 **Resolution to approve a one-year extension of the janitorial contract with CleanNet of Greater Michigan. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.**

WHEREAS, CleanNet of Greater Michigan service over the last twelve months warrants a one year extension of the initial agreement approved 12/1/2019.

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorized the Mayor to extend the current janitorial contract agreement with CleanNet of Greater Michigan for 12 months beginning 1/1/2021 until 12/31/2021.

Ayes: Carter, Miller, Shramski, Taylor-Burks, and Williams

No: None

**Resolution Passed**

**Public Comment**

Three (3) individuals submitted a public comment read by the City Clerk

**Mayor, Clerk and Council Closing Comments**

Mayor Waterman, Legislative Council Sharpe, Councilperson Taylor-Burks, Councilperson Shramski, Councilperson Miller, Council President Pro Tem Carter and Council President Williams made closing comments.

**Adjournment**

Council President Williams adjourned the meeting at 7:07 p.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK



December 1, 2020

City of Pontiac  
ATTN: Garland Doyle, Interim City Clerk 47450 Woodward Avenue  
Pontiac, Michigan 48342

Re: Professional Expert – Security Consultant for Medical Marijuana Facilities Ordinance 2357 (B)

Dear Interim City Clerk Doyle:

This agreement will serve to confirm our understandings whereby our firm will be retained by the City of Pontiac to serve as a "Professional Expert - Security Consultant to the City Clerk." During the engagement, we will provide advisory services to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marijuana Facilities Ordinance 2357 (B) and matters related thereto, including, but not limited to:

1. Reviewing the following section 8(c)(17): a description of the security plan for the proposed medical marijuana facility that is consistent with the requirements of the department of each application and making recommendations to the City Clerk. In order to make a recommendation, the security consultant will conduct a thorough review and evaluation of each individual plan submitted to the City of Pontiac for consideration of licensing. Ensure that the plans comply with the State of Michigan Marijuana Regulatory Agency, Rule 27 and all applicable state and local rules and regulations. Provide to the City of Pontiac detailed written justification for each approval and denial.
2. Review the Resident Subcategory of the Provisioning Center applications Section 9(f)(2) and make recommendations to the City Clerk.

### **Responsibilities**

You are responsible for the safeguarding of assets, the substantial accuracy of the records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You have the final responsibility for information contained and decisions made affecting licensing.

During the course of this engagement, Global Alliance Protective Group, LLC or Brian Stair is prohibited from working or providing any other consulting services for the City of Pontiac in any capacity, other than as identified herein.

### **Privacy Matters**

We do not disclose confidential client information unless authorized by you in writing. We will use reasonable precautions to protect your confidential information, but we have no obligation to employ any measures that you do not regularly employ in protecting your confidential information. We specifically disclaim any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions or for the unauthorized use or failed delivery of emails transmitted by us in connection with this engagement.

### **Request for Additional Services**

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services and we may issue a separate engagement letter outlining the terms of that engagement.



### **Fees**

Our fees for this work will be at an hourly rate of \$100.00 for performing the procedures involved we estimate that each site survey will take one hour. We will bill for all time spent on time on site - bifurcating the time on each individual invoice. This engagement is not to exceed \$13,500.00.

Out-of-pocket expenses, if any, will be sent directly to the Client for payment, or we will pay those expenses and invoice the Client for the expenses. A detailed invoice will be provided on a monthly basis and due net 30 days. Interest at 1.5% per month is charged for late payments, if necessary, cost of collection, including attorney fees, are chargeable to the Client.

If all invoices are not paid within 45 days of the invoice date, at our election, we reserve the right to discontinue work until your account is brought current or withdraw from this engagement. By your signature, you acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis, we shall not be liable for any damages that occur as a result of our ceasing to render services. You agree to pay for all collection costs, including attorney fees, in the event your account is referred for nonpayment.

### **Termination**

The City of Pontiac, by resolution of the City Council, or Brian Stair as the managing partner for Global Alliance Protective Group, LLC, may, by written notice to the City Clerk, terminate this engagement at any time, with or without cause, upon 30 days' notice to the other party, whereupon a final invoice will be provided and all accounts settled.

### **Conflicts of Interest and Disclosure**

Notwithstanding anything herein to the contrary, Global Alliance Protective Group, LLC, including its owner(s), employee(s), and consultants agrees that it will not provide consulting services to any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual, submitting an application for a marihuana facility license with the City of Pontiac. Global Alliance further agrees that it will not review, analyze, or grade any application for any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual, submitting an application for a marihuana facility license with the City of Pontiac, that it has previously provided consulting services in any capacity.

### **Non-Retention**

In recognition of the consideration provided herein, the Professional Expert agrees that, during his engagement and for one calendar year after the close of the application review period (not including any administrative appeal filed by an unsuccessful applicant), the Professional Expert shall not either directly or indirectly, whether for consideration or otherwise: (i) solicit or accept business from any successful applicant; or (ii) solicit or induce any successful applicant into any engagement, business arrangement or agreement; or (iii) or accept any position of employment with any successful applicant.

**Dispute Resolution**

You agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement. Any mediation initiated as a result of this engagement shall be administered by a law firm specializing in the mediation process, not associated with either party, or selected by us, according to its mediation rules. Any ensuing litigation shall be conducted according to Michigan laws. The results of any such mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by all parties.

We want to express our appreciation for this opportunity to work with you. If the foregoing correctly sets forth your understanding of our security consulting services, please sign and date the original of this letter in the spaces below and return it to our office.

Sincerely,

**Global Alliance Protective Group, LLC**

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Brian R. Stair, Managing Partner

Terms and Conditions Approved By:

**THE CITY OF PONTIAC**

Dated: \_\_\_\_\_

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By: Deirdre Waterman, Its Mayor

**#2**

**SUB**

**COMMITTEE**

**REPORT**

## MARIHUANA SUBCOMMITTEE NOTES

**Council members:** Randy Carter, Gloria Miller and Megan Shramski

**City Clerk:** Garland Doyle

**Mayor:** Deirdre Waterman

**City Attorney:** Anthony Chubb

**Start: 2:07 p.m.**

### AGENDA

There were two items removed from the December 1, 2020 City Council Agenda and referred to the Ad Hoc special Marihuana subcommittee:

#3. Status update requested on the City Council referral of an Emergency Ordinance to amend Ordinance 2363 to include Medical Marihuana Facility Uses in Designated Overlay Districts. The amendment allows the following: Medical Marihuana Grower uses are permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts. Medical Marihuana Processor uses are permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.

#4. Status Update on Mayoral appointments to the Medical Marihuana Commission.

Ordinances 2363 and 2357B provided.

#### **#4. Status Update on Mayoral Appointments to the Medical Marihuana Commission**

The names of the commission members were asked to be provided. Explained, that members were appointed, but some have since changed their mind and withdrew. Members have not been named, but will be named.

The role of the commission was explained.

#### **The Appeals process:**

The Clerk either renews, makes an award or denies an application.

17 Cesar Chavez, 5 licenses awarded, 13 licenses will be denied a license, so the applicants will have an opportunity to appeal within 14 days to the Clerk, then a Hearing Officer will then be assigned to review an application and will set up a time to hear the case and make a recommendation. Then the application will go back to the Clerk with a recommendation either reversing or upholding the Clerk's decision. Within 30 days, then an appeal can be filed with the Medical Marihuana Commission and the Commission will decide whether the decision is appropriate or whether there was an abuse of discretion. The Commission is the last step in the process. Circumstances can change and the Commission is a last step in the process.

A denial was already given to a secured transporter; however, no appeal was requested.

The rules were provided to Council, but Council has taken them off until the Commission is named, so the Commission can establish the rules.

Suggested that another resolution be presented requesting the names of the appointed members to be presented within a certain time frame. Explained, it is better to be prepared than to wait until the Commission is needed.

The Clerk presented Council a resolution for a Security Consultant.

The total number of points allowed in the scoring is 130.

Medical Marihuana growers and processors are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.

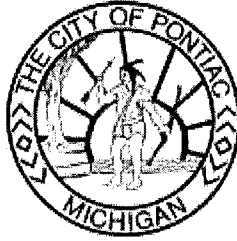
Ordinance 2363 can be amended. In January 2020, the Council voted and passed a resolution for Planning to do a text amendment. To date, this has not happened.

There have been 35 work groups that have discussed how to bring medical marihuana to the City and not to the neighborhoods. Question presented, why has Planning not reviewed the ordinance as requested by Council per the process?

**Adjourned 2:45p.m.**

**#3**

# **RESOLUTION**



The Pontiac City Council

Announces

**THE SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL**

To comply with the Michigan Open Meeting Act (MCL 15.265)

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted [www.pontiac.mi.us](http://www.pontiac.mi.us)

**The dates are as follows:**

Tuesday, January 5, 2021 6:00 p.m. Formal Session  
Tuesday, January 12, 2021 6:00 p.m. Study Session  
Tuesday, January 19, 2021 Noon Formal Meeting  
Tuesday, January 26, 2021 6:00 p.m. Study Meeting  
Tuesday, February 2, 2021 6:00p.m. Formal Session  
Tuesday, February 9, 2021 6:00 p.m. Study Meeting  
Tuesday, February 16, 2021 6:00 p.m. Formal Session  
Tuesday, February 23, 2021 6:00 p.m. Study Meeting  
Tuesday, March 2, 2021 6:00 p.m. Formal Meeting  
Tuesday, March 9, 2021 6:00 p.m. Study Session  
Tuesday, March 16, 2021 6:00 p.m. Formal Meeting  
Tuesday, March 23, 2021 6:00 p.m. Study Session  
Tuesday, March 30, 2021 6:00 p.m. Formal Meeting  
Tuesday, April 6, 2021 6:00 p.m. Study Session  
Tuesday, April 13, 2021 6:00 p.m. Formal Meeting  
Tuesday, April 20, 2021 6:00 p.m. Study Session  
Tuesday, April 27, 2021 6:00 p.m. Formal Meeting  
Tuesday, May 4, 2021 6:00 p.m. Study Session  
Tuesday, May 11, 2021 6:00 p.m. Formal Meeting  
Tuesday, May 18, 2021 6:00 p.m. Study Session  
Tuesday, May 25, 2021 6:00 p.m. Formal Meeting  
Tuesday, June 1, 2021 6:00 p.m. Study Session  
Tuesday, June 8, 2021 6:00 p.m. Formal Meeting  
Tuesday, June 15, 2021 6:00 p.m. Study Session  
Tuesday, June 22, 2021 6:00 p.m. Formal Meeting

Tuesday, June 29, 2021 6:00 p.m. Study Session  
Tuesday, July 6, 2021 6:00 p.m. Formal Meeting  
Tuesday, July 13, 2021 6:00 p.m. Study Session  
Tuesday, July 20, 2021 6:00 p.m. Formal Meeting  
Tuesday, July 27, 2021 6:00 p.m. Study Session  
Thursday, August 5, 2021 Noon Formal Meeting  
Tuesday, August 10, 2021 6:00 p.m. Study Session  
Tuesday, August 17, 2021 6:00 p.m. Formal Meeting  
Tuesday, August 24, 2021 6:00 p.m. Study Session  
Tuesday, August 31, 2021 6:00 p.m. Formal Meeting  
Tuesday, September 7, 2021 6:00 p.m. Study Session  
Tuesday, September 14, 2021 6:00 p.m. Formal Meeting  
Tuesday, September 21, 2021 6:00 p.m. Study Session  
Tuesday, September 28, 2021 6:00 p.m. Formal Meeting  
Tuesday, October 5, 2021 6:00 p.m. Study Session  
Tuesday, October 12, 2021 6:00 p.m. Formal Meeting  
Tuesday, October 19, 2021 6:00 p.m. Study Session  
Tuesday, October 26, 2021 6:00 p.m. Formal Meeting  
Thursday, November 4, 2021 Noon Study Session  
Tuesday, November 9, 2021 6:00 p.m. Formal Session  
Tuesday, November 16, 2021 6:00 p.m. Study Session  
Tuesday, November 23, 2021 6:00 p.m. Formal Session  
Tuesday, November 30, 2021 6:00 p.m. Study Session  
Tuesday, December 7, 2021 6:00 p.m. Formal Meeting  
Tuesday, December 14, 2021 6:00 p.m. Study Session  
Tuesday, December 21, 2021 Noon Formal Meeting  
Thursday, December 30, 2021 Noon Study Session

**City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342 248-758-3200**

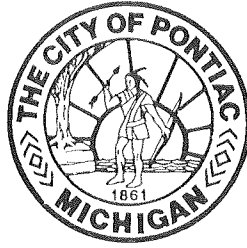


**#4**

**COMMUNICATION**

GARLAND S. DOYLE, M.P.A.  
Interim City Clerk  
FOIA Coordinator

SHEILA GRANDISON  
Deputy City Clerk



OFFICE OF THE CITY CLERK  
47450 Woodward Avenue  
Pontiac, Michigan 48342  
Phone: (248) 758-3200  
Fax: (248) 758-3160

TO: Honorable City Council  
FR: Garland Doyle, Interim City Clerk  
DA: December 10, 2020  
RE: Center for Tech and Civic Life (CTCL) Grant Update

The City of Pontiac was awarded a \$405,640 grant to support the 2020 Pontiac Safe Voting Plan.

As a result of the grant, we were able to offer safe voting choices to Pontiac residents and increase overall voting turnout in our city. Absentee Voting increased from 4604 in 2016 to 15,177 in 2020.

I am estimating that we will have a balance of \$154,000 remaining from the \$405,640 grant. I contacted CTCL and have been informed that we can receive a six month grant extension to spend any unused funds. The six month extension will end in July 2021. Over this extension period, we will be able to fully implement our updated plan. If we were not granted an extension, we would have to return the \$154,000 to CTCL. The following is the updated grant expenditure plan.

<b>Updated Grant Expenditure Plan</b>	
<b>Description</b>	<b>Amount</b>
Grant Balance	\$154,000
<b>Website</b> (initially included in our grant award)	\$50,000
<b>Encourage &amp; Increase Absentee Voting</b> Temporary Staffing	\$10,000
<b>Strategic Voter Education &amp; Outreach Efforts</b> Vote: Pontiac Matters	\$41,135
<b>Ensure Safe Election Day Voting</b> Pollworker Incentive	\$20,000
<b>Elections Specialist Position</b> Salary - \$19,260.50 + Benefits - \$13,603.71 (Hourly Rate \$18.52)	\$32,865

This updated plan will allow us to continue to provide excellent customer service to Pontiac voters. The Elections Specialist position that is in the updated plan will help with bringing up-to-date a number of outdated systems and that we have been unable to address due to a lacking of staffing. The position is also needed to help with providing service to the now 9,105 voters on our permanent absentee voter list. Previously we had around 5,000 voters on our permanent list. This is over an 80% increase. This is not a new position. The draft job description from 2015 provided by Human Resources is attached. The pay rate is the same as the last Elections Specialist in the Clerk's Office.

During 2021, the City of Pontiac will be having both a primary and general municipal election.

cc: Mayor Waterman

## Election Specialist

FLSA:.....

Summary: The incumbent shall perform administrative level work providing technical and logistical support of the election process and performs city clerk administrative related work as required. The election specialist receives significant public contact requiring effective communication and service to the citizens.

Supervision Received: Works under the direction of the City Clerk.

### Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- If representing the City at events outside of the office, the environment may include indoor or outdoor venues, which are subject to environmental conditions beyond the control of management. Noise levels may be elevated at some events.
- Operation of PC-based computer system and other office equipment.
- Has regular, daily contact with personnel and offices throughout the City Hall in answering questions and solving problems.
- Has limited access to public information files in the computer systems. Errors could result in the damage to or loss of information resulting in legal consequences to the City.
- The environment in City Hall is one where the noise level is usually low.
- Employee is required to periodically attend City Council meetings where the employee may be subject to verbal abuse by the public.
- This position is a full-time administrative position. Hours are generally 8 a.m. – 5 p.m., but will vary according to need and to accommodate presentations to the various public groups; council, boards or commissions that may be required.
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### Essential Functions

- Answers: phones, public inquires providing information and assistance regarding elections, policies, and general office procedures.
- Assists the City Clerk with the distribution of notices and required information including letters to Election Commission, Canvassing Board and newspapers to notify the public of meetings, elections, etc.
- Assists the Clerk's Department with validating petition signatures, issuing and recording absentee ballots.
- Assist the Clerk's Department with the scheduling and supervision of retention and destruction of election records and documents according to state law.
- Assist the Clerk's Department with the preparation of election calendars, election notices, election worker letters, election forms and petition packets.
- Maintains an inventory of election materials and orders materials needed for elections.
- Updates voter files by making name and address changes, cancels registrations; military and overseas voters.
- Have knowledge of the Michigan Qualified Voter File.
- Have a general understanding of election laws and procedures.

**#5**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President Williams and City Council Members

**FROM:** Darin Carrington, Finance Director

**CC:** Honorable Mayor Deirdre Waterman

**DATE:** December 9, 2020

**RE:** **Resolution to Approve the Renewal Agreement with Wade-Trim for the City of Pontiac Building Services.**

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The purpose of this memorandum is to request the approval of a two-year renewal agreement with Wade-Trim for the City of Pontiac's Building Services. This agreement would be effective January 1, 2021 through December 31, 2022. Additionally, the agreement would allow a mutual option to extend services for one additional year through December 31, 2023.

As such, the following resolution is recommended for your consideration:

*WHEREAS, the City and Contractor entered into an Agreement on the 16th day of February, 2011; and,*

*WHEREAS, the City and Contractor have amended the Agreement via Amendments A through I, most recently in December 2018; and,*

*WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,*

*WHEREAS, the City recognizes the importance of maintaining uninterrupted Building Safety services for residents and businesses; and,*

*WHEREAS, the City currently does not have staff to perform these services without significant interruption and disruption for the citizens of Pontiac; and,*

*WHEREAS, it is in the best interest of the City and the Contractor to extend the current agreement to insure uninterrupted services to the Citizens of Pontiac; and,*

*NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, for the following professional services and conditions:*

*1. Building Safety Services: as budgeted, starting January 1, 2020 extend Building and Safety Services through December 31, 2022 with an option to extend further until December 31, 2023 by mutual agreement.*

2. Amend Section 3.2.1 to read as follows as follows:

*3.2 Compensation. Contractor shall receive compensation in the following manner:*

*3.2.1 For the period commencing January 1, 2021 and ending December 31, 2021, a monthly payment from the City in the amount of \$143,795.*

*For the period commencing January 1, 2022 and ending December 31, 2022, a monthly payment from the City in the amount of \$146,670. If the mutual option is exercised by October 31, 2022, then for the period commencing January 1, 2023 and ending December 31, 2023 a monthly payment from the City in the amount of \$149,600.*

DC

Attachments



**City of Pontiac**  
**PROFESSIONAL SERVICES AGREEMENT**

**This Agreement for Professional Services** ("Agreement") is entered into this 16th day of February, 2011, by and between the **CITY OF PONTIAC**, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, ("City") and **WADE TRIM ASSOCIATES, INC.**, ("Contractor") a Michigan corporation, licensed to do business in the State of Michigan, whose address is 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226. City and Contractor are individually referred to as a "Party" and may be collectively referenced as the "Parties."

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the City has the responsibility under State laws and City Ordinance to adopt and enforce certain building codes and other ordinances, conduct inspections, review site plans, and conduct other professional services as described in this Agreement; and

**WHEREAS**, Contractor has represented to the City that is has substantial knowledge and experience in the interpretation and application of the City's adopted Code of Ordinances to various building construction and maintenance situations, including but not limited to, the inspection of buildings to determine compliance with State laws and City ordinances, which include building codes, the review of site plans, community planning, administration of federal and state programs, community and economic development services, issuance of building and other related permits, installation of certain capital improvements and training related to computer software and hardware, and all other types of professional services set out in Contractor's November 22, 2010, "Proposal to Provide Professional Services" provisions of a Response to Request for Proposal and Contractor's December 10, 2010 letter responding to questions by City's Department of Public Works and Services (**Exhibit B**); and

**WHEREAS**, Contractor represents that Contractor has the skill, ability, and expertise to perform the services described in this Agreement; and

**WHEREAS**, the City desires to engage Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

**1.0 AGREEMENT**

- 1.1 This Agreement shall incorporate by reference as though fully set out herein the City's Request for Proposal and Statement of Qualifications attached hereto as **Exhibit A**.
- 1.2 References to "Contractor" shall include any employees of Contractor, its contractors, subcontractors and independent contractors for whom Contractor is legally responsible.

- 1.3 References to "City Official" shall refer to the City's Emergency Financial Manager, **an individual designated by the State of Michigan, (amended 9/20/12)** or his/her designee, or if the City's emergency financial state is terminated under Michigan Public Act 72 of 1990, as amended, and the Emergency Financial Manager is removed, then by the Mayor, or his/her designee, in accordance with City Ordinances.

## 2.0 SERVICES

- 2.1 Services. As directed by and under the supervision of the City Official, Contractor shall provide the City with the services described in **Exhibit C** (the "Services"). Contractor shall only charge those fees for Services to the public as established, and may be amended from time to time, by the City.
- 2.2 Changes to Services. The City may request a change or changes in the Services. Any changes to Services that are mutually agreed upon between the City and Contractor shall be made in writing which shall specifically designate any changes in compensation for the Services and be made by an amendment to the Agreement. To be effective, any changes must be signed by Contractor and the City Official.
- 2.3 Duration. The Contractor's obligation to provide the Services run with the Agreement, and shall become null and void at the expiration or termination of the Agreement. Notwithstanding the foregoing, upon expiration or termination of this Agreement, at the request of City, Contractor agrees to provide Services at the hourly rates as stated in **Exhibit E**, only with respect to those matters or projects for which the Contractor has previously provided Services.

## 3.0 COMPENSATION

- 3.1 Commencement of Services. Following execution of this Agreement by both Parties and on the Effective Date of March 1, 2011, Contractor shall be authorized to commence performance of the Services subject to the requirements and limitations on compensation as provided by this Section 3.0 and its subsections. Prior to March 1, 2011 effective date, and no later than February 18, 2011, Contractor agrees to provide a written transition plan to the City at no charge to the City and follow through on the transition plan. A transition period commencing February 21, 2011 is designated to allow Contractor to become fully functional for the performance of services under this Agreement by March 1, 2011. During this transition period, Contractor may begin moving into a mutually acceptable space, to review with current procedure and policies; confer with the City to set up access to the City's BS&A software, organize transition, and to take other actions that are mutually acceptable to both Parties to assure an effective transition.
- 3.2 Compensation. Contractor shall receive compensation in the following manner:
- 3.2.1 ~~For the period commencing March 1, 2011, a monthly payment from~~

~~the City in the amount of Eighty Thousand Dollars (\$80,000.00) for the Building and Safety Services as stated in Exhibit C—Section I, provided by Contractor.~~

~~For the period commencing October 1, 2012, a monthly payment from the City in the amount of one hundred fifteen thousand dollars (\$115,000) for the Building and Safety Services as stated in Exhibit C—Sections I, IV, V, and VI (amended 9/20/12)~~

~~For the period commencing July 1, 2013, a monthly payment from the City in the amount of one hundred twenty three thousand dollars (\$123,000) for the Building Safety Services as stated in Exhibit C—Sections I, IV, V, VI, provided by the Contractor.—~~

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~~If the Contractor reduces staff and such reduction eliminates or consolidates the positions of Building Official and Building Safety Administrator, a monthly payment from the City in the amount of one hundred fifteen thousand dollars (\$115,000) for the Building Safety Services as stated in Exhibit C—Sections I, IV, V, VI, provided by the Contractor.—Such staffing reduction shall be mutually agreed by the Contractor and the City. (Amended 6/26/13)~~

3.2.1 For the period commencing January 1, 2018 and ending December 31, 2018, a monthly payment from the City in the amount of \$135,500. For the period commencing January 1, 2019 and ending December 31, 2019, a monthly payment from the City in the amount of \$138,210. If the mutual option is exercised by October 31, 2019, then for the period commencing January 1, 2020 and ending December 31, 2020 a monthly payment from the City in the amount of \$140,975.

3.2.2 For all building projects in excess of \$1 million in construction value, the Contractor will prepare a proposal of additional staff and resources needed to adequately service that project for approval of additional fees by the City Finance Director.

Amended 12/22/17

3.2.2 ~~At the end of the each fiscal year, the City will calculate seventy-two percent (72%) of the total fees, as more fully defined in Section 3.2.3.1 ("Collected Fees"). If the seventy-two percent (72%) calculation of Collected Fees exceeds the amount paid to the Contractor per the monthly retainer of \$80,000 over previous fiscal year, the City will pay to the Contractor the difference between seventy-two percent (72%) of the Collected Fees and \$960,000.—If the seventy-two percent (72%) calculation of Collected Fees is less than \$960,000, then no additional funds for Building and Safety Services will be owing to the Contractor.~~



At the end of each Quarter (September 30, December 31, March 31, and June 30), the City will calculate seventy-two percent (72%) of the total fees for the preceding quarterly period, as more fully defined in Section 3.2.3.1 ("Collected Fees"). If the seventy-two percent (72%) calculation of the Collected Fees exceeds the amount paid to the contractor per the monthly retainer of \$115,000 over the previous quarter, the City will pay to the Contractor the difference between seventy-two percent (72%) of the Collected Fees and \$345,000. If the seventy-two percent (72%) calculation of Collected Fees is less than \$345,000, then no additional funds for Building and Safety Services will be owing to the Contractor. (Amended 9/22/12. Superseded by 6/26/13 amendment)

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At the end of each Quarter (September 30, December 31, March 31, and June 30), the City will calculate seventy-two percent (72%) of the total fees for the preceding quarterly period, as more fully defined in Section 3.2.3.1 ("Collected Fees"). If the seventy-two percent (72%) calculation of the Collected Fees exceeds the amount paid to the contractor per the monthly retainer of \$115,000 over the previous quarter, the City will pay to the Contractor the difference between seventy-two percent (72%) of the Collected Fees and \$345,000. If the seventy-two percent (72%) calculation of Collected Fees is less than \$345,000, then no additional funds for Building and Safety Services will be owing to the Contractor.

For the period of July 1, 2012 through September 30, 2012, the City will calculate seventy-two percent (72%) of the total fees collected for this period, as more fully defined in Section 3.2.3.1 ("Collected Fees"). If the seventy-two percent (72%) calculation of the Collected Fees exceeds the amount paid to the contractor per the previous monthly retainer of \$80,000 over this quarter, the City will pay to the Contractor the difference between seventy-two percent (72%) of the Collected Fees and \$240,000. If the seventy-two percent (72%) calculation of Collected Fees is less than \$240,000, then no additional funds for Building and Safety Services will be owing to the Contractor.

Beginning July 1, 2013, at the end of each Quarter (September 30, December 31, March 31, and June 30), the City will calculate seventy-two percent (72%) of the total fees for the preceding quarterly period, as more fully defined in Section 3.2.3.1 ("Collected Fees"). If the seventy-two percent (72%) calculation of the Collected Fees exceeds the amount paid to the contractor per the monthly retainer over the previous quarter, the City will pay to the Contractor the difference between seventy-two percent (72%) of the Collected Fees and the quarterly retainer paid to the contractor. If the seventy-two percent (72%) calculation of Collected Fees is less than the total retainer amount paid to the Contractor, then no additional funds for Building and Safety Services will be owing to the Contractor. (Amended 6/26/13)

~~3.2.2.1 If the Building and Safety Division fails to generate \$345,000 in Collected Fees over two (2)~~

~~consecutive quarters, the City retains the option to revert to not less than the eighty-~~

~~thousand-~~

~~dollar (\$80,000) monthly retainer of the original contract, or to a greater amount and-~~

~~staffing-~~

~~level that is acceptable to both the City and Contractor. (Amended 9/22/12)~~

~~If the Building and Safety Division fails to generate \$360,000 in Collected Fees over-~~

~~four (4) consecutive quarters, the City retains the option to revert to not less than the-~~

~~eighty thousand dollar (\$80,000) monthly retainer of the original contract, or to a-~~

~~greater amount and staffing level that is acceptable to both the City and Contractor.-~~

~~(Amended 6/26/13)~~

~~3.2.3 For purposes of making the calculation as stated in Section 3.2.2, the following terms and conditions shall apply:~~

~~3.2.3.1 The calculation of Collected Fees shall be based only upon actual fees collected by the City in the fiscal year of the Agreement and only for those specific City account categories as stated in Exhibit D. The City Finance Department shall provide the Contractor with the amount of fees collected in the prior fiscal year no later than forty-five (45) days after year end.~~

~~3.2.3.2 No part of any Collected Fees, which were for services completed by the City or its agents prior to the commencement of this Agreement, but paid after the commencement of this Agreement, shall be included in the Collected Fees calculation.~~

~~3.2.3.3 In the event that this Agreement begins other than the beginning of a fiscal year or is terminated other than at the end of a fiscal year, the City will calculate seventy-two percent (72%) of the Collected Fees for each month of the fiscal year up to and including the month in which the Agreement was terminated (the "Partial Year Collected Fees"). If the Partial Year Collected Fees exceeds the amount paid to the Contractor per the monthly retainer fee of \$80,000 over the months of the fiscal year up to and including the month in which the Agreement was terminated, the City will pay the contractor for the difference between the Partial Year Collected Fees and \$80,000 multiplied by the number of months of the fiscal year up to and including the month in which the Agreement was terminated. If the Partial Year Collected Fees is less than \$80,000 multiplied by the number of months of the fiscal year up to and including the month in which the~~

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~~Agreement is terminated, no additional funds will be owing to the Contractor. For example, if the Agreement is terminated on January 31 of the fiscal year, the City shall pay seventy-two percent (72%) of the difference between \$660,000 (\$80,000 x 7 months) and the Collected Fees for the months of July through January. The City and Contractor expressly acknowledge and agree that the obligation of the City to pay the Partial Year Collected Fees survives the termination of this Agreement.~~

- ~~3.2.3.4 No part of any fees collected for any Community Planning Services or State and Federal Grants and Program Services shall be included in the Collected Fees calculation.~~
- ~~3.2.3.5 No part of any fees collected for building, inspection and related services by Bloomfield Township to Raleigh Movie Studios shall be included in the Collected Fees calculation.~~
- ~~3.2.3.6 No part of any fees collected for Building and Safety Services rendered by Contractor pursuant to its Professional Services Contract (short form) dated January 10, 2011, as may be amended or extended, shall be included in the Collected Fees calculation.~~

~~(Amended 12/22/17)~~

- ~~3.2.4 **Community Planning Services.** For the period commencing March 1, 2011, a monthly payment from the City in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00) for the Community Planning Services, as stated in Exhibit C – Section II. No payment adjustment shall be made relating to Community Planning Services.~~

~~For the period commencing March 1, 2011, a monthly payment in the amount of nine thousand five hundred dollars (\$9,500) for three (3) days per week of Community Planning Services, as described in Exhibit C – Section II. The City may elect to increase service levels up to five (5) days per week. Changes to staffing levels must be authorized by the City Finance Director or designated City Official. For a period of four (4) days per week of Community Planning Services, the City shall pay the Contractor a monthly payment in the amount of twelve thousand eight hundred dollars (\$12,800). For a period of five (5) days per week of Community Planning Services, the City shall pay the Contractor a monthly payment in the amount of sixteen thousand dollars (\$16,000). (Amended 9/22/12)~~

~~Planning Services: as budgeted for one Planning Director, starting January 1, 2018, extend services on a month-to-month basis for a monthly fee of \$25,900 until transition is complete.~~

Amended 12/22/2017

- 3.2.5 Federal and State Programs and Grants Services. For the period commencing March 1, 2011, a monthly payment from the City in the amount of Two Thousand Dollars (\$2,000.00) for Federal and State Programs and Grants Services, as stated in **Exhibit C -Section III**. No payment adjustment shall be made relating to Federal and State Programs and Grants Services. Payment to the Contractor shall be made from the City's allowable administrative expenses for the Federal and State program and grants, to the extent such administrative expenses are not exhausted, or by other means within the programs and grants. Contractor shall be responsible for taking all necessary steps to apply for and acquire approval for payment for its services as allowable administrative expenses.
- 3.2.6 Federal and State Program Reporting Services. The Contractor shall be responsible for developing and implementing appropriate record keeping, reporting, disbursement and monitoring procedures associated with its administration of the NSP (I and III only), CDBG program, and HOME program to comply with **Federal and State** program requirements. Payment for these services shall equal an annual fixed fee amount of Thirty-Six Thousand (\$36,000.00) Dollars payable upon finalization of the City's audit process by December 15th of each year. Such payment shall also be contingent upon a review of the City's annual Single Audit Act Compliance Report demonstrating that the Contractor's administration of the NSP, CDBG program, and HOME program did not result in a negative finding. For purposes of this Section, a negative audit finding shall be considered to be a deficiency identified by the Single Audit Act Compliance report as either a "significant deficiency" or "material weakness". In the event of a negative finding(s), the scheduled fixed fee amount payable to the Contractor shall be reduced by \$2,000 for each "material weakness" and \$1,000 for each "significant deficiency."
- 3.2.7 No Reimbursable Expenses. ~~No "reimbursable expenses" or other fee, cost, charge, or fee for the value or expense of any materials, goods, travel, mileage, depreciation, or other item related to the performance of the Services shall be paid by the City. Any cost, charge, fee, or expense incurred by Contractor in the performance of the Services shall be deemed a non-reimbursable cost and shall be borne by Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.~~ Only those reimbursable expenses which are pre-approved by the City of Pontiac Finance Director shall be eligible reimbursable expenses. Eligible reimbursable expenses include, but are not limited to, Oakland County filing and/or deed recording fees, office supplies, and cellular telephone expenses for the City Building Official. Reimbursable expenses shall be billed at a rate of cost plus 15%. Reimbursable expenses shall be payable monthly. Vendor provided mowing services as described in Exhibit C, Section V will be billed monthly as a reimbursable expense; however such services shall be billed at cost. The City Finance Director may request documentation to support mowing services charges. (Amended 9/20/12)



3.2.8.1 ~~For the period December 1, 2015– June 30, 2017, a monthly payment from the City in the amount of \$31,250 for Code enforcement services as outlined in 3.2.8 above.–~~

~~If the Contractor is able to provide a fully staffed code enforcement team prior to December 1, 2015, the fee amount for code enforcement work done in November 2015 shall be pro-rated at \$1,500 per day.–  
(Amended 10/22/15)~~

For the period beginning January 1, 2018 a monthly payment of \$35,500 for code enforcement services. Additionally, The City will pay Wade Trim a monthly training fee of \$7,000 for training provided to City-hired Code Enforcement Officers. The fee will be authorized by the City's Chief Financial Officer upon hiring of city code enforcement staff.

Amended 12/22/2017

- 3.3 Responsibility for Outstanding Permits. Contractor shall be responsible for reviewing all permits in the Building Department that have previously been submitted to the Building Department in which fees have already been paid. For those outstanding permits issued prior to March 1, 2011, Contractor shall be required to assume and continue administration of all work on those permits and inspections at no additional cost, for as long as this Agreement is in effect.
- 3.4 Collection of Fees. The City, through the City Treasurer's Office, shall collect fees for all Services performed by Contractor or fees charged by the City from third parties. Contractor shall at no time accept and collect money, checks or other legal tender from third parties on behalf of the City.
- 3.5 Payment Processing. Contractor shall submit its monthly invoice in a form acceptable to the City. Invoices shall be submitted by the 15<sup>th</sup> of each month the prior month's services unless otherwise approved by this Agreement or in writing by the City. All invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) for the Services during the stated period of the invoice. Invoices shall be given to the City Official or his/her designee. The City shall have forty-five (45) days from receipt of the invoice to issue payment to: 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, unless there is a dispute as to the amount due and owing. If there is a dispute, the parties shall use the procedures set out in Section 3.6.
- 3.6 City's Dispute of Amount of Payment. The City may request additional information from Contractor substantiating any and all compensation sought by Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the



same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to Contractor or designee of Contractor or upon deposit of such payment in the U.S. Mail, postage pre-paid, addressed to Contractor.

- 3.7 Compensation of Building Official. The Contractor shall provide a licensed and properly credentialed Building Official. The Building & Safety Engineering Division's Building Official remaining as a City employee shall be compensated from the City's share of Building & Safety Engineering Division revenues only. (Amended 6/26/13)

#### 4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 Reference to "Contractor" under this Section shall include Contractor employees, contractors, subcontractors, independent contractors, or anyone performing Services under this Agreement for Contractor.
- 4.2 The City shall supply Contractor with individual identification badges ("ID badges") for each Contractor employee, which shall be prominently displayed on a jacket or shirt of the contract employee. The City Official shall have the discretion to determine the type, size and design for those ID badges, upon recommendation of the Contractor. Contractor shall require that all employees have their ID badges visible to the public at all time while performing services under this Agreement. Lost ID badges shall be immediately reported to the City.
- 4.3 Contractor shall provide to the City the work telephone numbers of all employees, including any mobile telephones that will be used while performing Services under this Agreement.
- 4.4 The City shall provide copies and amendments of the Pontiac Code of Ordinances, street maps or other relevant code books or materials to Contractor. Those Code of Ordinances, street maps and all other materials shall remain the property of the City and shall be turned into the City at the termination of this Agreement. Contractor shall become familiar with those codes and any unusual applications of those codes to City issues. Contractor is obligated to affirmatively request from the City such information that Contractor, based on Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. Contractor shall update the Code of Ordinances, street maps and other materials to be current by June 30<sup>th</sup> of each year.
- 4.5 Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to Contractor's performance that are not addressed by the Agreement.
- 4.6 ~~Contractor shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a~~

~~professional, polite, and courteous manner to all persons regardless of the circumstances. Contractor is solely responsible for personnel decisions regarding its employees. Notwithstanding the foregoing, the City Official may at its discretion demand the removal of any Contractor employee from the performance of the Services, and Contractor shall promptly remove such employee from performance of the Services, in the event that the City Official determines that Contractor employee lacks the necessary experience or knowledge, or unjustifiably acts in an unprofessional, impolite, or discourteous manner to any person.~~

Contractor shall employ a sufficient number of employees sufficiently experienced and knowledgeable to perform the Services in a timely and prompt manner and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances. Contractor is solely responsible for personnel decisions regarding its employees. Notwithstanding the foregoing, the City Official may at its discretion demand the removal of any Contractor employee from the performance of the Services, and Contractor shall promptly remove such employee from performance of Services, in the event that the City Official determines that Contractor employee lacks the necessary experience or knowledge, or unjustifiably acts in an unprofessional, impolite or discourteous manner to any person. The hiring of additional staff by the Contractor may be authorized by the City Official based upon City acceptance of future revenue projections produced by the Contractor. (Amended 9/20/12)

- 4.7 Contractor shall not allow employees, contractors, or subcontractors that are convicted of specific crimes to perform work in the City of Pontiac. Those crimes include, but are not limited to, fraud, theft, criminal sexual conduct, assaultive or violent behavior, serious moral turpitude, gambling, prostitution, weapons violations, tax evasion, controlled substances, or excessive use of alcohol.
- 4.8 Contractor shall promptly comply with any written City request to the City Official to reasonably access and review any books, documents, papers, and records of Contractor that are pertinent to Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 4.9 Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions in the performance of its Services.
- 4.10 Contractor shall be responsible at Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and registrations of its employees, subcontractors and independent contractors necessary to perform the Services unless specifically stated otherwise in this Agreement. Contractor shall supply copies to the City of appropriate licenses and permits for any individual performing services under this



Agreement.

- 4.11 If requested by the City Official, Contractor shall make the appropriate employees, contractors, subcontractors, agents and independent contractors available for court proceedings, as witnesses, expert witnesses or otherwise, instituted by or involving the City in either criminal or civil matters which involve services performed under this Agreement, including but not limited to, appearances at pre-trials, bench trials, jury trial and at all other times requested by the City. The City shall compensate Contractor's employees, contractors, subcontractors, agents or independent contractors used as expert witnesses at the rate of one and one-half (1-1/2) times the hourly rate listed in Exhibit E.
- 4.12 Contractor shall make the appropriate employee, contractor, subcontractor, and independent contractor available for consultation with the City Official, or designee, to discuss issues regarding litigation and/or matters of interest to the City or the public.
- 4.13 Contractor shall staff the City Hall Office during City's normal business hours, between 8:00AM and 5:00 PM, for all services provided under this Agreement.

#### 5.0 PERFORMANCE STANDARDS

- 5.1 In performing the Services, Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services in the State of Michigan. This standard of care shall apply to all services provided by the Contractor, including, without limitation, the Contractor's attempts to comply with the standards of performance as provided herein. Contractor represents to the City that Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Michigan for the performance of the Services (if licensure and/or registration is required by applicable law) and that Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement. In addition, more specific standards of Contractor performance are included within Exhibit F ("Contractor Performance Goals").
- 5.2 In a timely manner, and no later than 24 hours after receipt, Contractor shall: (i) inform the City Official of all oral complaints; (ii) submit a copy of all written complaints it receives from third parties against any employee, contractor, subcontractor or independent contractor of Contractor; and (iii) inform the City Official of any responses to the complaint or of any actions taken.
- 5.3 The Parties mutually agree that Contractor's actions reflect on the reputation of the City. It is imperative to the City that Contractor treats the City and the public with the utmost fairness and respect. Contractor shall strictly comply with all the terms and conditions set out in this Agreement. The City, through the City

Official, shall conduct quarterly comprehensive performance reviews of Contractor's services following receipt of Contractor's quarterly report, including but not limited to: review of the invoicing of Services; the nature of the Services; the occurrence and nature of complaints against Contractor and Contractor's response; the number of inspections completed, the complexity of those inspections; the inspectors' findings and response to the inspections; the number of plan reviews submitted and completed and the comments from the plan reviewer concerning those plans; the nature of the comments and obtaining input from City employees regarding Contractor's performance, and any other information helpful for a determination as to whether or not there has been substantial compliance with this Agreement. The first quarterly comprehensive performance review will be conducted three (3) months after the execution of this Agreement. If Contractor is determined by the City Official to be in substantial compliance with the terms and conditions of the Agreement, the Agreement will continue under the same terms and conditions subject to subsequent quarterly comprehensive performance reviews until the expiration of the Agreement. The City Official shall complete any such quarterly review within thirty (30) days of the end of the quarter, or its right to such review is deemed waived, unless extended in writing by the City for a period of up to fifteen (15) additional days for good cause. Failure of the City Official to terminate the Agreement after any of the periodic reviews does not in any way waive the City's right to conduct subsequent reviews or to take any other actions provided for in this Agreement including, but not limited to, termination of the Agreement.

- 5.4 ~~Upon request by the City, the Contractor shall provide the City Official with daily, weekly and monthly updates concerning the Contractor's activities, work, projects, applications and costs for such activities. An accumulative report of activities, in addition to the aforementioned reports, shall also be submitted by Contractor on a monthly basis.~~

Upon request of the City, the Contractor shall provide the City Official with regular updates concerning the Contractor's activities, work, projects, applications and costs for such activities. (Amendment B 1/10/13)

- 5.5 At the request of the City Official, Contractor has provided to the City Official a list of Contractor Performance Goals (see **Exhibit F**). As the Agreement contemplates improved service, these Performance Goals shall establish measures and metrics by which the City can determine if Contractor has met those Performance Goals. Review of progress towards meeting Performance Goals shall occur on a quarterly basis during the review meetings as contemplated under Section 5.3. In the event Contractor has not met one or more of those Performance Goals, Contractor shall provide in writing to City what measures Contractor will undertake to improve performance for the unmet Performance Goal(s) within thirty (30) days of identifying failure to meet one or more of the Performance Goals.

## 6.0 OFFICE SPACE

- 6.1 Office Space. Contractor agrees to have an office on site in City Hall. As



provided in this Section 6.1, the City in its sole discretion may require Contractor to perform the services of this Agreement at a different location within a City owned building or allow Contractor to move its City Hall Office to non-city owned property within the City of Pontiac. At the Effective Date of this Agreement, Contractor shall be allowed the use City owned property located at City Hall,

47450 Woodward Avenue, Pontiac, Michigan 48342, as designated on the attached **Exhibit G** (the "City Hall Office"). This space is to be used only for the performances of Services as set out in this Agreement and only by individuals performing those Services. The City Hall Office shall be of sufficient size to house all necessary Contractor employees required for the efficient performance of the services contemplated under this Agreement. This provision for use of the City Hall Office runs with the Agreement and shall become null and void at the expiration or termination of the Agreement. The City in its sole discretion may require Contractor to move to a new location. Contractor shall be given a minimum of thirty (30) days notice of the intent of the City to require the move to a new location. At the expiration or termination of this Agreement Contractor shall remove its property and personnel from the City Hall Office Space and vacate the premises within thirty (30) days of expiration or notice of termination.

- 6.2 Building Modifications. Except for items listed in **Exhibit I**, Contractor shall provide all necessary equipment, supplies and building modifications for the City Hall Office. All building modifications and additions, including but not limited to, fixtures, doors, carpeting, electrical outlets, and voice/data connections must be approved by the City in advance and shall become the property of the City at the expiration or termination of the Agreement unless the City requires removal of the modification. The costs associated with building modifications shall be the responsibility of Contractor. Equipment brought by Contractor into the City Hall Office must also be approved in advance by the City. Contractor has requested and City has agreed, at its cost, to move City files needed by Contractor to provide Services to the City Hall Office.
- 6.3 Maintenance. Contractor shall maintain the interior of the office space in a clean and neat manner and in compliance with all City ordinances and State law. The City shall remove the trash from designated trash containers from the City Hall Office. Due to the confidentiality of materials, documents, notes and other written or printed materials, Contractor shall provide a shredder for all papers containing information of a confidential nature and ensure that such papers are shredded.
- 6.4 Hours of Availability. Contractor acknowledges that Pontiac City Hall is open to the public between the hours of 8:00 a.m. to 5:00 p.m. and for morning and evening meetings before or after those hours on certain days. Contractor acknowledges that on most week-end and holidays, City Hall is closed to the public. Contractor shall be provided with three (3) keys that open the outer doors of City Hall. Those keys are to be accounted for at all times and are not to be reproduced unless reproduced and replaced by the City. Lost keys shall be immediately reported to the City Official. Contractor shall instruct its employees of the importance of locking all outer doors to City Hall upon entering and leaving the building during hours when it is not open

to the public. Contractor waives any claim or cause of action regarding the non-availability of the office space during emergency periods when, due to electrical power outages, police or fire situations or acts of nature that City Hall remains closed to Contractor.

- 6.5 Taxes. Contractor shall be responsible for any personal property taxes assessed against its equipment and inventory.

7.0 Vehicles

7.1 Contractor Vehicles.

The City and the Contractor acknowledge and agree that personal vehicles of Contractor's employees shall be used in the purpose of performance of the services under this Agreement. All Drivers shall have current and valid State of Michigan driver's licenses. (Amended 1/10/13)

~~The City and Contractor acknowledge and agree that personal vehicles of Contractor's employees shall be used in the purpose of performance of the Services under this Agreement, only when the City's logo is clearly displayed on the vehicles, as required in Section 7.3. All drivers shall have current and valid State of Michigan driver's licenses.~~

7.2 Parking of Contractor Vehicles and Employee Parking at City Hall.

Contractor and Contractor's employees or agents shall be allowed to park the vehicles utilized for the performance of the Services under Section 7.1 of this Agreement in a parking area on City property which has been designated by the City on Exhibit H.

~~7.3 City Logo. Upon request of the City, the vehicles described in Section 7.4 shall bear the City of Pontiac's logo, along with the Contractor's logo, although such logos may be removable and temporary in nature. Each vehicle shall also bear a designation that Contractor is a contractor of the City. Contractor and the City shall agree on the appropriate design for the added Contractor logo. Upon approval of the appropriate design, Contractor shall obtain such temporary and removable logos. The cost for the temporary and removable logos shall be reimbursed by the City within forty-five (45) days of the Contractor's submission of an invoice or other evidence of payment. Once affixed to the vehicles the logos and/or designations shall not be altered in any way without the City's permission. Contractor understands that even though it is an independent contractor performing services for the City that the public is likely to perceive any actions of its Contractor employees as reflecting on the City. Therefore, at all times that Contractor employees are driving one of the vehicles, employees shall avoid any actions which might be perceived as inappropriate by that driver. Such logos shall only be used by Contractor's employees while performing services pursuant to this Agreement and for no other purposes. (Amended to remove 1/10/13)~~

- 7.5 Termination of Employee-Driver. The City shall have the right to demand that a Contractor employee be prohibited from performance of Services under this Agreement if that employee is stopped and/or arrested for any traffic violation concerning the use, possession, consumption, of alcoholic



liquor or controlled substances or for any violations of State law concerning the death or injury of another person caused or related to the use of a vehicle by the employee. Failure of Contractor to comply with this provision and prohibit the employee from performing services under this Agreement shall be considered a material breach of this Agreement and the City may terminate the Agreement by thirty (30) days written notice to Contractor.

#### 8.0 USE OF EQUIPMENT-COMPUTERS, COPIERS AND MISCELLANEOUS

8.1 Use of Equipment. Contractor desire to use the inventory and equipment listed on Exhibit I from the City under the terms and conditions as set out in this Section.

8.2 Capital Expenses. In addition to equipment provided by the City under Section

8.0, the Contractor shall provide certain equipment, software and support as Capital Expenses, as set forth in Exhibit J. Upon the one (1) year anniversary of the Effective Date of this Agreement, City shall become the owner of such equipment and software. The costs for such Capital Expenses are considered a part of the fee paid by the City under this Agreement. The City retains ownership of such upon the expiration of the terms of this Agreement or termination. Notwithstanding the foregoing, the Contractor shall retain ownership of all computer hardware supplied by Contractor and Contractor may *remove* same upon expiration or termination of this Agreement.

8.3 Conditions of Use of Equipment. Contractor shall provide the name of each employee that will be utilizing City computers to initiate the establishment of a network account. Contractor shall use the equipment listed in this Section for the sole purpose of the performance of services under this Agreement by employees of Contractor.

8.4 Maintenance. The City shall be responsible for all routine maintenance on the equipment owned by the City. Any repair that is beyond the normal wear and tear of the equipment use shall be the responsibility of Contractor.

#### 9.0 USE OF BS&A SOFTWARE

9.1 The City is licensed to use BS&A software for its Building Department permit programs. The City has obtained permission from BS & A to allow Contractor to *have* access to the City's BS&A software as long as that software is only used by Contractor to perform the Services under this Agreement for the City of Pontiac only. Upon request by Contractor, City shall provide written evidence of such permission from BS&A. The City grants Contractor a license to access and use the BS&A software pursuant to the terms of this Section 9.0. Contractor acknowledges that the license to use the BS&A software terminates with the termination of this Agreement.

9.2 Contractor shall provide an original signed statement from each of its

employees acknowledging that he/she understands that the BS&A software is the sole property of BS&A and at no time may he/she download, copy, alter, or take other prohibited actions regarding that software. Contractor is permitted to use standard City software loaded on the City's computers leased under Section 8, for example, Microsoft Office and Outlook email. Contractor's right to use the software applies only to work performed for the City of Pontiac and any rights to the use of that software cease upon termination of the Agreement.

- 9.3 Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, and volunteers against any claims, demands, suits or loss, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees or volunteers to the extent caused by any illegal use or misuse of BS&A's software or a violation of the licensing agreement by Contractor.

#### 10.0 MISCELLANEOUS INVENTORY AND SUPPLIES

While off the premises of the City Hall Office provided under the terms of this Agreement, Contractor shall supply all of its own office supplies and materials, including, but not limited to, postage, paper, envelopes, letterhead and business cards. While on the premises of City Hall, the City shall be responsible for all office supplies and materials, including, but not limited to postage, paper, envelopes, letterhead and business cards. Any time Contractor uses the name "City of Pontiac" or the City of Pontiac logo on letterhead, documents, envelopes, business cards, or other printed materials, it must also include a Contractor designation approved by the City.

#### 11.0 TERM AND TERMINATION

~~11.1 Term. This Agreement shall be effective on the 1<sup>st</sup> day of March, 2014 at 12:01 a.m., (the "Effective Date") and shall terminate at 11:59 p.m. on the 30<sup>th</sup> day of June, 2014. At the end of the approximately three (3) year period, and upon mutual agreement of the parties as approved by City Official, this Agreement may be renewed. This Agreement may also be terminated as provided in Section 11.3.~~

~~This agreement shall terminate at 11:59 p.m. on the 30<sup>th</sup> day of June, 2017. At any point during the contract period, upon mutual agreement of the parties as approved by the City Official, this Agreement may be extended in increments of not less than one (1) year in term. (Amended 9/20/12)~~

~~Building Safety Services: as budgeted, starting January 1, 2018 extend Building and Safety Services through December 31, 2019 with an option to extend further until December 31, 2020 by mutual agreement. Agreement to extend contract until December 31, 2020 must be exercised by October 31, 2019. Amended 12/22/17~~

~~11.1.1 In the event an extension of the contract period is not secured ninety (90) days prior to~~



~~the termination date of this Agreement, the Contractor and City shall evaluate the need to extend the termination date. Upon the approval of the City Official, this Agreement may be extended. Such extensions shall be not less than one (1) year in term. (Amended 9/20/12)~~

~~11.1.2 Code Enforcement services as described in Section 3.2.8, shall terminate concurrently with this agreement at 11:59 p.m. on June 30, 2017. (Amended 10/22/16) Code Enforcement services as described in Section 3.2.8 shall terminate on September 1, 2018. The City can extend this agreement on a month-to-month basis provided The City of Pontiac agrees to provide a minimum 60-day notice of intent to cancel code enforcement services and agrees to consider current Wade Trim code enforcement staff for positions with the City, should the City bring these services in-house. Amended 12/22/17~~

~~11.1.3 Beginning January 1, 2017, Planning Services will be provided on a month-to-month basis. The City must provide a minimum 60-day notice to terminate planning services.~~

11.2 Continuing Services Required. Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. Except as provided in this Agreement, Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Official or his/her designee.

1.3 Unilateral Termination. ~~This Agreement may be terminated by either Party for any or no reason upon written notice delivered to non-terminating Party at least ninety (90) days prior to termination~~ This agreement may be terminated by either party for any or no reason upon written notice being delivered to non-terminating party at least ninety (90) days prior to termination. If the City is operating under the supervision of a Transition Advisory Board or other form of monitoring by the State of Michigan, contract termination if initiated by the City shall not be effective until such termination is confirmed by the Transition Advisory Board or State of Michigan. (Amended 8/7/13) . In the event of the City's exercise of the right of unilateral termination as provided by this Section:

11.3.1 Unless directed to continue performing work during the ninety (90) day period prior to termination or unless otherwise provided in any notice of termination, Contractor shall provide no further Services in connection with this Agreement after receipt of a notice of termination; and

11.3.2 Provided Contractor has been fully paid for services rendered, all finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Agreement shall be delivered by Contractor to the City and shall become the property of the City; and

11.3.3 Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to Contractor's receipt of notice of termination

and for any services authorized to be performed by the notice of termination as provided by Section 11.3. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to Contractor shall be submitted to or accepted by the City.

- 11.4 Termination for Non-Performance. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 11.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 11.4, nothing in this Section 11 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 11.5 Unilateral Suspension of Services. The City may suspend Contractor's performance of the Services at the City Official's discretion and for any reason by delivery of written notice of suspension to Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 11.6 Reinstatement of Services Following City's Unilateral Suspension. The City may at its discretion direct Contractor to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty (30) days following the date of suspension, Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to Section 11.3; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City

that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to Section 11.3. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

- 11.7 Delivery of Notice of Termination. Any notice of termination permitted by this Section 11 and its subsections shall be deemed given as set out in Section 17.13 of this Agreement titled "Notices".

## 12.0 INSURANCE

- 12.1 Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the amounts specified as follows:

12.1.1 The Contractor shall secure and maintain the following ("Required Insurance"):

- 12.1.1.1 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollar (\$500,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Section.
- 12.1.1.2 Commercial general liability insurance with minimum combined single limits of Three Million Dollars (\$3,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, an Annual Contract Aggregate Limit endorsement, and products and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality including Architects and Engineers, all elected and appointed officials, Emergency Financial Manager, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers as additional insured. No additional insured endorsement shall contain any exclusion for bodily

injury or property damage arising from completed operations.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars (\$1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, Emergency Financial Manager, officers, employees and agents as additional insured parties.

Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of Three Million Dollars (\$3,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

- 12.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 12 and its subsections, insurance shall conform to all of the following:
- 12.2.1 Insurance carried or obtained by the City, its officers, or its employees shall be in excess of and not contributory insurance to that provided by Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
  - 12.2.2 Contractor shall be solely responsible for any deductible losses for Required Insurance.
  - 12.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
  - 12.2.4 Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation (except for non-payment), termination, or a material change in such policy.
  - 12.2.5 All required insurance with the exception of worker's compensation and professional liability insurance, shall be endorsed to name the City as Certificate Holder and name the City, and its elected and appointed officials, Emergency Financial Manager, officers, employees and agents as additional insured parties.
- 12.3 Failure to Obtain or Maintain Insurance. Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 12 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Contractor arising from performance or non-performance of this Agreement. Failure on the part of Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to Contractor from the City pursuant to this Agreement.
- 12.4 Insurance Certificates. Prior to commencement of the Services, Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 12 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference "Services Under Agreement with City of Pontiac." The City may request and Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

### 13.0 OWNERSHIP OF DOCUMENTS

- 13.1 Provided Contractor has been fully paid for services rendered under this Agreement, any work product, materials, and documents produced by Contractor pursuant to this Agreement shall become property of the City and shall not be made subject to any copyright unless authorized by the City. Upon full payment for services rendered, Contractor hereby assigns to the City the copyright to all works prepared, developed, or created pursuant to the Services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works. Any use of the Contractor's work product other than that for which it was specifically prepared shall be at the City's sole risk and without liability to the Contractor, and the City shall defend, indemnify and hold the Contractor harmless from any and all claims or liabilities resulting therefrom.

Other materials, methodology and proprietary work used or provided by Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by Contractor and Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Michigan Freedom of Information Act, MCL 15.231 et. seq., or any Federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulation, or court order. Contractor waives any right to prevent its name from being used in connection with the Services. Notwithstanding any other provision in this Agreement, Contractor shall not be in violation of this Agreement if Contractor utilizes any standard details that may be incorporated into the work product generated by Contractor in connection with the services rendered pursuant to this Agreement. The City acknowledges and agrees that regardless of any transfer of ownership or copyright rights granted to the City pursuant to the terms of this Agreement, Contractor shall in no way be restricted or prohibited from future use of any such standard details. Such future use of standard details as utilized in providing services by Contractor shall be at Contractor's sole risk and without liability to City and the Contractor shall defend, indemnify and hold City harmless from any and all claims or liabilities resulting therefrom.

- 13.2 Contractor will be provided with a copy of the City's Freedom of Information Act ("FOIA") policy. The City is responsible for responses to FOIA requests and Contractor shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, Contractor shall immediately give that request to the City Official or his/her designee who shall forward it to the City Attorney. To the extent such documents are ascertainable and available,

Contractor shall provide specific information requested by the City for response to the FOIA request by the date and time requested by the City Attorney or in a specific format as so requested by the City Attorney.

- 13.3 If Contractor receives a claim for damages, a Summons or Complaint, a subpoena or other document concerning a request for money damages, a threat of a lawsuit, or any court action proceeding, Contractor shall immediately hand deliver those documents to the City Official.

#### 14.0 INDEPENDENT CONTRACTOR

Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

#### 15.0 CONFLICT OF INTEREST

Contractor shall provide written notice to the City Official prior to providing services to other persons, firms, or entities that would create a material conflict of interest for Contractor, as determined by the City Official in his sole discretion with regard to providing the Services to City pursuant to this Agreement. Upon such written notice to the City Official, the City in its sole discretion may, within ten (10) days, object to the Contractor's providing of such services to the other person, firm or entity. Such written objection by the City Official (containing a brief statement stating the basis for the objection) shall be a final determination of the Contractor's request and binding upon Contractor. Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided under the City Charter, City Ordinance, state or federal statute, case law or ethical principles.

#### 16.0 REMEDIES

- 16.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if Contractor substantially fails to perform the duties and obligations of this Agreement after providing Contractor ten (10) business days written notice of same. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by Contractor. The remedial actions include:
- 16.1.1 Suspend Contractor's performance, consistent with Section 11.5, pending necessary corrective action as specified by the City without Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
  - 16.1.2 Withhold payment to Contractor, consistent with Section 3.6, until the necessary services or corrections in performance are satisfactorily completed; and/or
  - 16.1.3 Deny payment for those services, consistent with Section 3.6, which have



not been satisfactorily performed, and which, due to circumstances caused by Contractor, cannot be performed, or if performed would be of no value to the City; and/or

16.1.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 17.0 MISCELLANEOUS PROVISIONS

- 17.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Official and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 17.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, Emergency Financial Manager, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.
- 17.3 Affirmative Action. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 17.4 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.
- 17.5 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 17.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Michigan. Venue for any action arising under this Agreement shall be in the 6<sup>th</sup> Judicial Circuit Court, Oakland. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern. Prior to the initiation of any legal proceedings concerning the payment or non-payment of compensation under this Agreement, the parties to this Agreement agree to



submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This Section 17.6 shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Michigan.

- 17.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 17.8 No Assignment. Neither Party shall assign all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement to another party or entity.
- 17.9 Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 17.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral, unless specified herein. Any amendments to this must be in writing and be signed by both the City and Contractor.
- 17.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 17.12 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 17.13 Notices. Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

Emergency Financial Manager  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48392

~~With Copy to: Plunkett-Cooney  
38505 Woodward Avenue, Suite 2000  
Bloomfield Hills, MI 48304~~

If to Contractor:

Wade Trim Associates, Inc.  
ATTN: Charles Smith, Project Manager  
Guardian Building  
500 Griswold, Suite 2500  
Detroit, MI 48226

With Copy to:  
Kerr Russell Weber  
ATTN: Curtis DeRoo  
500 Woodward Avenue, Suite 2500  
Detroit, MI 48226

With Copy to:  
Giamarco, Mullings & Horton, P.C. 101 W. Big Beaver Rd, 10<sup>th</sup> floor  
Troy, MI 48084-5280

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## 18.0 SPECIAL PROVISIONS

18.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Pontiac, its elected and appointed officials, Emergency Financial Manager, and employees, from and against any claim, injury, damage, cost, expense or liability (including reasonable attorneys' fees and cost of defense) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its agents, employees and subconsultants or anyone for whom the Contractor is responsible under this agreement.

The City of Pontiac agrees to indemnify, defend and hold harmless the Contractor, its officers, and employees, from and against any claim, injury, damage, cost, expense or liability (including reasonable attorneys' fees and cost of defense) to the extent caused by the negligent acts, errors, or omissions of the City of Pontiac, its elected and appointed officials, Emergency Financial Manager, or employees.

- 18.2 No Consequential Damages. Neither the City nor Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of

revenue, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

- 18.3 Force Majeure. Neither Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
- 18.4 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Pontiac and Contractor and bind their respective entities.
- 18.5 Certification. Contractor shall not be required to sign any documents, no matter by whom requested, that its employees and agents would result in Contractor having to certify, guaranty or warrant the existence of conditions that Contractor cannot ascertain after reasonable diligence.

THIS AGREEMENT is executed and made effective as provided above.

**CONTRACTOR:**

**WADE TRIM, INC.**

Printed Name: *Nicholas P. Lomako*

Title/ Position: Senior Vice President

CITY OF PONTIAC:

By: 

Printed Name: MICHAEL STIMPERT

Title/Position: MUNICIPAL FINANCIAL MANAGER

EXHIBIT A  
CITY'S REQUEST FOR PROPOSAL AND  
STATEMENT OF QUALIFICATIONS

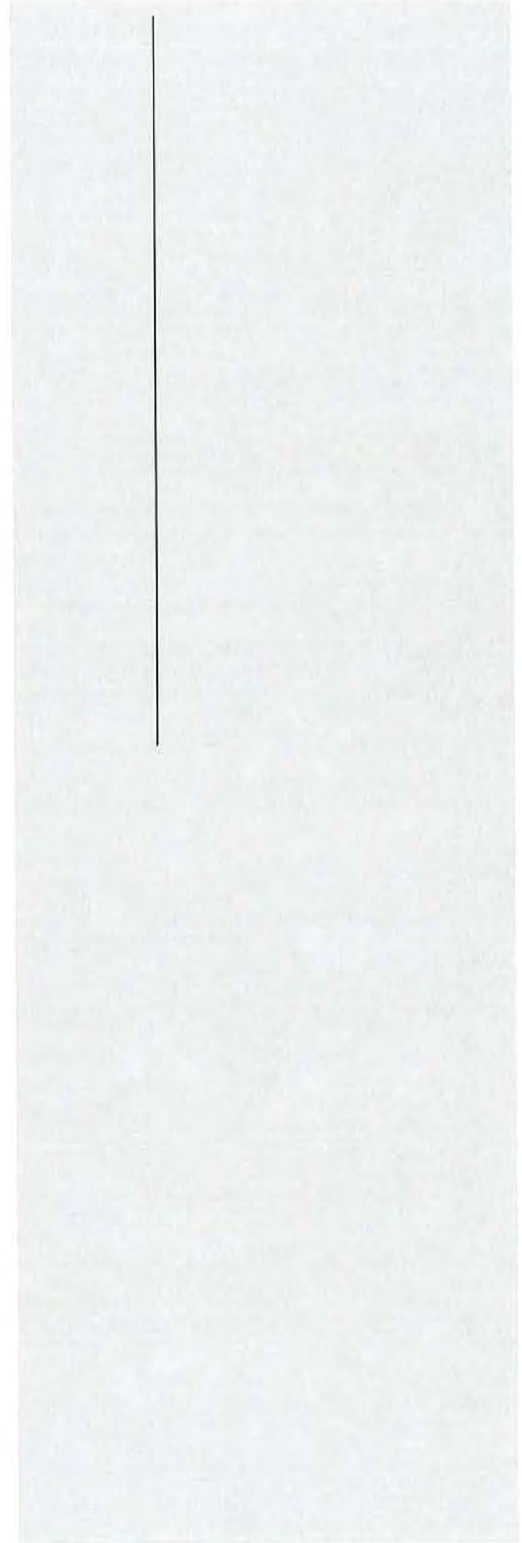
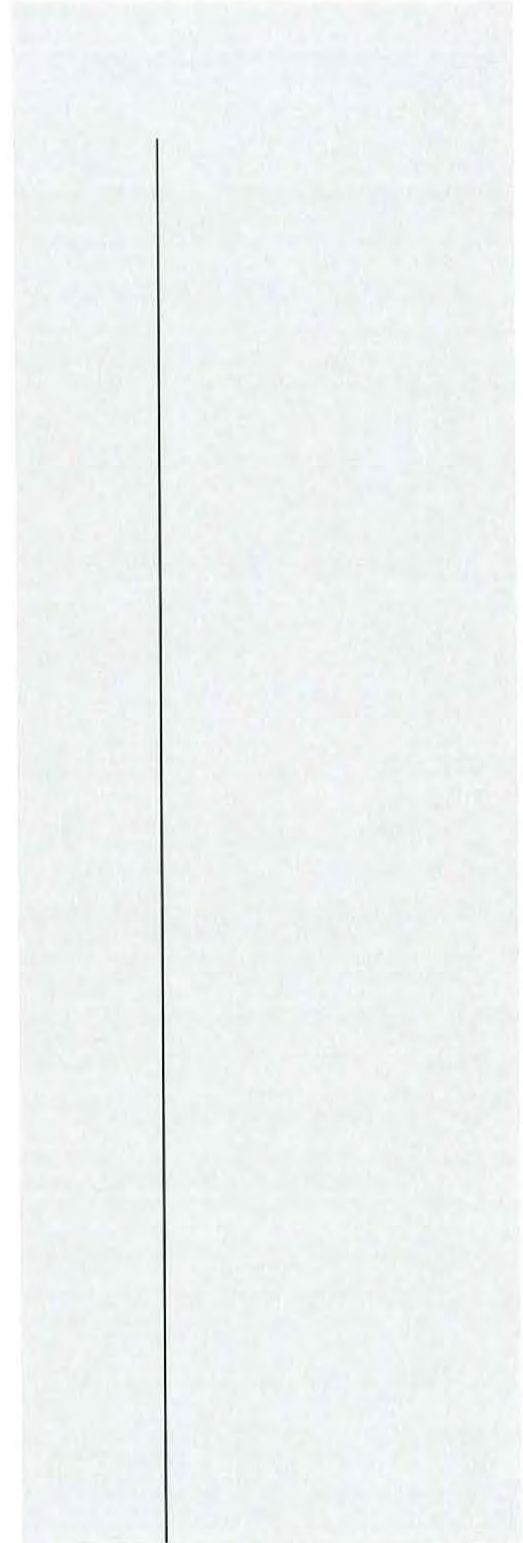




EXHIBIT 8  
CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL



**EXHIBIT C**  
**CONTRACTOR SCOPE OF SERVICES**

**SECTION I**

Contractor will assume the duties previously performed by the Department of Building & Safety, Director of Building and Zoning, Chief Building Inspector, Building Inspector in the administration and enforcement of the City of Pontiac Codes unless those duties are to be performed by the City Building Code Official.

Contractor will be responsible for the processing all permits and presenting them to the City of Pontiac Building Official for approval. Administration and enforcement of permits includes all activities associated with the issuance of permits from establishing guidelines and policies, initial application, final approvals, enforcement of codes and all steps in between. Specifically, these activities can be placed into five (5) broad categories: building permits; rental registrations and inspections; business licensing; code enforcement; and demolition. The Contractor shall conduct all activities under each of these categories that are necessary to meet the needs of the City of Pontiac and the community.

The technical services to be provided are outlined generally in Figure 2.1 of Contractor's November 22, 2010, Proposal to Provide Professional Services (**Exhibit B**), which is incorporated herein by reference and attached as **Exhibit CC**. The description of the activities required for housing, licensing and code enforcement services are also outlined generally in Figure 2.1 of Contractor's November 22, 2010, Proposal to Provide Professional Services (**Exhibit B**), which is incorporated herein by reference as **Exhibit CC**. In effect, Contractor shall undertake all the responsibilities currently exercised by public employees of the City related to each of the categories listed above.

**Contractor shall administer and enforce permits issued in the following manner:**

- Meet with applicants for pre-submittal courtesy reviews and to aid in the redesign of deficient submittals.
- Work in unison with the City Fire Department to ensure compliance with any applicable Fire Code and to be certain that all commercial and multi-family residential structures have been properly inspected prior to submitting the draft Certificate of Occupancy to the Building Code Official.
- Provide advice, education and support to the City Official and Building Code Official regarding code interpretations and adoptions.
- Provide direction and supervisory support to all Building Department personnel

including training to keep all team members proficient in all the currently enforced building codes within the City.

- Ensure compliance with codes and issue permits and/or approvals for the following categories: fire prevention, building, plumbing, electrical, mechanical, demolition, signs, occupancy, rental, historical preservation, and specialized uses.

#### Meeting Attendance

- Emergency Financial Manager.
- City Council when reasonably requested.
- Building Code Board of Appeals meetings.
- Economic Development Services staff meetings.
- Demolition Board meetings.
- Other meetings as reasonably requested by the City Official.

#### Document Management

- Coordinate with the City's Information Technology Department and its vendor.
- Respond to FOIA requests and subpoenas for document and record production as directed by the City Building Code Official and City Attorney.
- Provide records and documents as requested by other departments.
- Prepare documents for scanning and quality control verification of scanned documents returned.
- Coordinate document obligation consistent with State law and regulations and any City retention policies or procedures.

#### Reports

- ~~Provide weekly reports to the City Official of certificates of occupancy issued. Provide monthly, bi-annual, fiscal year, and calendar year reports of permit and inspection and licensing activity to the City Official.~~ Provide Building Department reports as requested by the City Official in addition to quarterly and annual reporting requirements (Amended 1/10/13)
  - Provide monthly reports to other agencies (SEMCOG, Census Bureau) with a copy to the City Official.
  - Provide annual report to the City Official no later than July 30<sup>th</sup> for the City's



preceding fiscal year of July 1st to June 30<sup>th</sup>

- Demolition report as maybe required by state and federal agencies with copies to the City Official.

#### Court Action

Condemnation and other litigation includes up to 16 hours per case. Additional work would be billed at Building Services Administration rate listed in **Exhibit E**.

#### Other Services

- Input data including permits and inspections utilizing the BS&A software.
- Use software for tracking of data including permits and inspections.
- Retain and provide all records in electronic and hard copy for the Building Department.
- Provide all permitting, plan review and inspection service within the City.
- Provide all code materials needed for the Building Department and City Clerk.
- Coordinate with other city departments/divisions in the issuance of permits in the City (Planning and Zoning, Licensing).
- Work with City Building Official in issuing notices to vacate unsafe buildings and other issues.
- Provide Building Department reports to City daily, monthly and annually.
- Organize and provide records for storage of all active and inactive legal records for Building Department.
- Creation and update of all Building Department forms.
- Review building permit applications for compliance with building, applicable city building codes, electrical, plumbing and accessibility codes.
- Conduct all inspections, required by City ordinances and resolutions, to ensure life safety and code compliance.
- Provide homeowner training clinics, as reasonably requested by City Official.
- Provide all other services that the Building Department is required to perform under State law, the Pontiac Code of Ordinances, the Pontiac City Charter, or as implied under the duties and scope of services listed in this Agreement.

### Customer Service

- Respond to requests for information (including research of City and County records) about jurisdiction for builders, and general public.
- Assemble and distribute informative materials for the general public and in response to inquiries.
- Provide customer service Monday thru Friday 8:00 a.m. to 5:00 p.m., to design professionals, contractors and homeowners via fax, phone and email regarding code requirements, violations and permit submittal.
- Accept application materials for all Building Department cases.
- Provide information to the public on fee structures, case histories, and status of reviews.
- 2-hour window for estimated time of arrival provided on request.
- Meet or exceed all Performance Goals as stated in Exhibit F.
- Confer with Zoning Administrator on matters related to the interpretation of the Zoning Ordinance.

### Building Inspector

#### Scope

- Daily routing of assigned Inspections.
- Provide all building, mechanical, electrical, and plumbing inspections.
- Documentation of inspections completed.
- Read blueprints for on site inspections.
- Assisting in Plan Review.
- Return calls from contractors and citizens in reference to code concerns and questions about field inspections.
- Field verify for zoning compliance including, but not limited to, land use, setbacks, structure and building heights, structure and building dimensions, lot coverage and parking.
- Respond to Zoning Administrator on matters related to the interpretation of the Zoning Ordinance.
- Receive respond to and record inspection requests.

- Assist in maintaining records of all submittals, fees received, reviews and inspections.

Section II—Contractor Scope of Community Planning Services

- Contractor shall assume the duties previously performed by the City Planning and Zoning Department.
- At the request of the City Official, the Contractor shall perform periodic investigations relative to community planning, zoning, economic development, community development, and other matters.
- Meeting Attendance — The Contractor shall attend regularly scheduled meetings of the Planning Commission and Zoning Board of Appeals. Upon reasonable request of the City Official on his/her designee, the Contractor shall attend meetings of the City Council and Historic District Commission, as may be required.
- Development Review — The Contractor shall coordinate and review land development proposals such as site plans, site condominiums, and special land use as requested by the City.
- Special Projects — Periodically the Contractor may be requested by the City Official to perform a project which is beyond the scope of a minor investigation anticipated. The City Official may request the Contractor to provide the City with an estimate cost of services which may be provided on a cost-not-to-exceed or lump sum basis.

~~Section III—Contractor Scope of Federal and State Programs and Grants Services~~

~~The Contractor shall manage, administer and maintain the federal and state programs, grants and activities related to housing and development as stated below:~~

- ~~• Contractor shall specifically manage, administer and maintain, on behalf of the City the following programs:~~
  - ~~(i) Neighborhood Stabilization Program (NSP I & III)~~
  - ~~(ii) Community Development Block Grant (CDBG) Projects~~
  - ~~(iii) HOME program under U.S. Department of Housing and Urban Development~~
- ~~• Contractor shall assume the duties previously performed by the City Grants Program Department.~~
- ~~• Contractor shall manage and apply for federal and state grants for the programs stated above with the approval of the City Official.~~
- ~~• The Contractor shall administer and oversee state and federal programs, under~~



~~the direction of the City Official, including, providing the following services: support services for program year budget development; complete environmental review records; complete all required public notices; attend and/or present at public hearings; complete all required studies and reports; and act a liaison to both state and county governments, and the United States government and its regulatory agencies, as designated by the City Official.~~

- ~~• Research statutory and regulatory questions relating to project compliance.~~
- ~~• Coordinate response and resolution of any compliance issues, including matter of non-compliance which occurred prior to the date of this Agreement, as directed by the City Official.~~
- ~~• Assist in any audit of City programs related to state and federal grants, as directed by the City Official.~~
- ~~• Identify and implement plans to identify funding sources and locations for uses like research parks, air parks, medical campuses, film industry, green industry, tourism, and neighborhoods, as directed by the City Official. (Amended 1/10/13)~~

#### ~~Section IV – Vacant Property Registration Services~~

- ~~• The Contractor shall be responsible for the registration, tracking, and enforcement of the City's Vacant Property Registration Ordinance.~~

#### ~~Section V – Tall Grass and Weed Abatement Services~~

- ~~• The Contractor will be a single point of contact for the City of Pontiac Tall Grass and Weed Abatement Program.~~
- ~~• The Contractor shall be responsible for the publication of an annual Tall Grass and Weed Abatement Program notice each March.~~
- ~~• The Contractor shall receive and record all complaints, actions and resolutions in the City's BS&A software system.~~
- ~~• The Contractor shall select and manage vendor(s) to provide grass cutting services. The Contractor shall issue a Request for Proposals (RFP) to potential vendors offering grass cutting services and will enter into a contract with a mowing contractor(s).~~
- ~~• The Contractor shall be responsible for identifying property owners of tall grass and weed violations, issuing tickets for violations, for invoicing the property owners, and assisting the City Treasurer to include unpaid abatement charges on the property owners' property tax bill.~~
- ~~• Contractor's responsibility to provide tall grass and weed abatement services shall be subject to, and contingent upon, the City of Pontiac funding the program and the approval by the City Finance Director.~~

~~Amended to remove 12/22/2017~~

#### ~~Section VI – Hearing Officer and Board of Appeals Services~~

- ~~• The Contractor shall provide staffing to the Board of Appeals and the Hearing Officer. Services to be provided are:
  - ~~(i) Noticing of all cases before the Hearing Officer and the Board of Appeals, as required.~~
  - ~~(ii) Providing a dedicated Inspector to gather evidence for each case going before the Hearing Officer or Board of Appeals.~~~~

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- (iii) Coordinating the presence of a recording secretary for each meeting held before the Hearing Officer or Board of Appeal.
- (iv) Recording demolition orders with the Oakland County, Michigan Register of Deeds.
- (v) Submitting pay requests to the City Finance Director for payment to the Hearing Officer, or members of the Board of Appeals, for meeting participation. (amended 9/20/12)

**Section VIII - Code Enforcement.**

- The Contractor shall provide all code enforcement services and staff, maintaining a staff of at least five (5) officers and administrative personnel. Formatted: Font: Not Bold, Font color: Red
- The Contractor shall provide additional clerical and administrative support utilizing Building Inspectors, Housing Inspectors and Building and Safety administrative staff to support and assist the work of the Code Enforcement team. Formatted: Font: Not Bold, Font color: Red
- Contractor shall provide code enforcement 40 hours per week and for specially designated events or enforcement actions outside of regular business hours as directed by the Director, Community Development Department or his or her designee. Formatted: Font: Not Bold, Font color: Red
  - Contractor will provide code enforcement services from 8 am until 8 pm, Monday-Friday from ~~May 1 September 20, 2016~~. Formatted: Font: Not Bold, Font color: Red
  - Contractor will provide code enforcement for up to a half-day on Saturdays with hours to be varied by season. Formatted: Font: Not Bold, Font color: Accent 6, Strikethrough
  - City of Pontiac shall be responsible for providing building access after-hours and on weekends. Contractor shall not be responsible for securing City Hall. Formatted: Font: Not Bold, Font color: Red
- Contractor shall designate staff to attend community meetings with the intention of attending at least one community meeting in each City Council district per year. Formatted: Font: Not Bold, Font color: Red
- The Building and Safety Administrator shall be responsible for directing and overseeing all activities of the Code Enforcement Staff suggest in conjunction with the Community Development Department Director. Formatted: Font: Not Bold, Font color: Red
- Contractor shall be responsible for all code enforcement inspections, tracking, reporting, correspondence, citations and court appearances. Formatted: Font: Not Bold, Font color: Red
  - Included in Code Enforcement is supplemental support for rental and vacant property registration, Formatted: Font: Not Bold, Font color: Red
  - Also included in Code Enforcement is business licensing, blight-related violations (tall grass, open to trespass, debris), zoning-related violations (land use, site plan compliance, sign ordinance violations). Formatted: Font: Not Bold, Font color: Red
- Contractor shall update the Loveland Blight database in conjunction with all code enforcement inspections. Formatted: Font: Not Bold, Font color: Red
  - Contractor shall develop a property survey that will be used by all code enforcement officers when they investigate any blight-related complaint. Formatted: Font: Not Bold, Font color: Red
  - Contractor shall enter data and upload building photo(s) into the Loveland system. Formatted: Font: Not Bold, Font color: Red
  - Contractor shall advise the city on how to best utilize and communicate data in the Loveland Blight database. Formatted: Font: Not Bold, Font color: Red
- Contractor shall be responsible for writing tickets for violations of city ordinances. Formatted: Font: Not Bold, Font color: Red
- Contractor responsible for assigning staff to appear before District Court and/or Pontiac Blight Court. Formatted: Font: Not Bold, Font color: Red
- Contractor shall be responsible for tracking compliance with tickets and orders from the Pontiac Blight Court. Formatted: Font: Not Bold, Font color: Red

- Contractor shall furnish tablet computers or other mobile devices that are compatible with the City of Pontiac Terminal Server for use by inspectors in the field and in court.
- Contractor responsible for providing staff with on-going training in use and application of technology best practices
- Contractor shall oversee the use of on-line complaint filing and tracking software – currently the Citizen Request for Action. Contractor shall include information tracking the use of this tool in quarterly reporting.
- Contractor shall guarantee all open enforcement action will be reviewed no longer than 30 days after filing.
- Contractor shall prioritize hiring fluent Spanish speaking code enforcement staff.
- Contractor shall develop Spanish language materials to assist with code enforcement.
- Contractor shall develop educational materials (Frequently Asked Questions, brochures and handouts) to be distributed to the public and available on the City's website.
- Contractor shall provide detailed reporting on code enforcement activities consistent with the quarterly performance reports currently produced for the City.

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**Exhibit CC**

**ADDITIONAL BUILDING & SAFETY ENGINEERING DIVISION  
SERVICES TO BE PROVIDED BY CONTRACTOR TO CITY**

Fig. 2.1 Requested Building & Safety Engineering Division Services for the City of Pontiac

<b>Technical Services (Act 54)</b>	<b>Housing, Licensing &amp; Code Enforcement</b>
<p>Review and/or provide services for the design, construction and/or installation of systems that are intended to be installed in buildings or structures. This includes, but is not limited to, the following:</p> <ul style="list-style-type: none"><li>• Provide design services for the following:<ul style="list-style-type: none"><li>• Commercial buildings, including multi-story office buildings, hotels, restaurants, retail stores, and other commercial buildings.</li><li>• Residential buildings, including single-family homes, multi-family dwellings, and other residential buildings.</li><li>• Industrial buildings, including manufacturing plants, warehouses, and other industrial buildings.</li><li>• Public buildings, including schools, libraries, and other public buildings.</li><li>• Other buildings, including hospitals, churches, and other buildings.</li></ul></li><li>• Provide design services for the following:<ul style="list-style-type: none"><li>• Mechanical systems, including heating, ventilation, and air conditioning (HVAC) systems.</li><li>• Electrical systems, including power distribution and lighting systems.</li><li>• Plumbing systems, including water supply and waste disposal systems.</li><li>• Fire protection systems, including fire alarm and sprinkler systems.</li><li>• Other systems, including elevators, escalators, and other building systems.</li></ul></li><li>• Provide design services for the following:<ul style="list-style-type: none"><li>• Structural systems, including foundations, walls, floors, and roofs.</li><li>• Exterior systems, including siding, windows, and doors.</li><li>• Interior systems, including partitions, ceilings, and floors.</li><li>• Other systems, including stairs, ramps, and other building systems.</li></ul></li><li>• Provide design services for the following:<ul style="list-style-type: none"><li>• Accessible design, including ramps, elevators, and other accessible building features.</li><li>• Energy-efficient design, including insulation, windows, and other energy-efficient building features.</li><li>• Sustainable design, including green roofs, rainwater harvesting, and other sustainable building features.</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Upon customer request, schedule and perform rental housing inspections; document findings and provide results of inspections to property owners in a timely manner;</li><li>• Monitor open inspection findings and non-compliant correction notices and contact property owners to schedule follow-up inspections; provide information to City on status of non-compliant inspections;</li><li>• Investigation, identification and enforcement of illegal activities, including working without required permits;</li><li>• Where necessary, communicate with Building Official on safety or health issues, work being performed without a permit, hazardous or unsafe conditions, or the need for permitted repairs or technical inspections, or situations warranting a condemnation or vacate order; refer situations to the City for timely response and resolution;</li><li>• Upon request, assist the City with identification of scoff-laws, and with enforcement activities, including court appearances, regarding non-compliant work;</li><li>• Issue Certificates of Compliance, where appropriate; correspond with property owners to advise of expiration of certificates and schedule renewal inspections;</li><li>• Maintain written and electronic files containing inspection reports and other evidence of work performed or inspected;</li><li>• Develop and maintain an accurate and timely database of services performed and documents issued for each property serviced; provide City with access to same;</li><li>• Provide web-based scheduling, application and status checking capabilities;</li><li>• Assist customers by phone, internet and in person to understand requirements and project status; provide informational documentation for customer use;</li><li>• Participate in meetings with the public, other City agencies and elected officials, other jurisdictions, State or Federal representatives;</li><li>• When requested, provide input in development of implementation objectives, fees schedule, circumstances, budgets, policies and priorities for the City's code enforcement, licensing and code enforcement activities;</li><li>• Registration and renewals of rental properties;</li><li>• Investigation, identification, enforcement of unlicensed rental properties;</li><li>• Business licensing function (including liquor licensing) - issuance, enforcement, renewals;</li><li>• Registration and renewals of reciprocal trade licenses (electrical, refrigeration/heating, plumbing, builders);</li><li>• Investigation, identification, enforcement of unlicensed businesses and zoning violations;</li><li>• Investigation or survey, identification, enforcement of administrative action regarding vacant properties ("dangerous buildings" or "substandard"), including possible condemnation of same;</li><li>• Coordination of all court-related enforcement activities;</li></ul>

**EXHIBIT D**  
**ACCOUNTS FOR COLLECTED FEES CALCULATION (Section 3.2)**

**Account Number**

45100

45600

45601

47703

47704

47705

47707

47708

47709

47710

47711

60803

60804

60805

60806

60807

61007

61405





**Description**

Business Licenses and Permits

Multi registrations

Single family

Insp Building Permit Insp Plumbing Permit Insp Heating

Permit Insp Signs Permit Insp Electrical Permit

Insp Occupancy Permit Insp Demolition Permit Team

Inspection

Registration Electrical License Registration Reciprocal Refrigeration

Registration Reciprocal Heating Registration Plumbing

Registration Builders

Jury Duty- Reimbursement

Plan Review Fees



**EXHIBIT E**

**CONTRACTOR HOURLY RATE FEE SCHEDULE**

Principal in Charge	\$190.00 hourly
Project Manager	\$135.00 hourly
Housing Programs Administrator	\$100.00 hourly
Planning & Zoning Administrator	\$ 90.00 hourly
Building Services Administrator	\$ 85.00 hourly
Plan Examiner	\$ 85.00 hourly
Building Inspector	\$ 80.00 hourly
Electrical Inspector	\$ 80.00 hourly
Plumbing Inspector	\$ 80.00 hourly
Mechanical Inspector	\$ 80.00 hourly
Zoning Compliance or Code Enforcement Official	\$ 60.00 hourly
Technician/Administrative Support	\$ 45.00 hourly

## EXHIBIT F

### **CONTRACTOR PERFORMANCE GOALS**

1. Return all customer calls within 24 business hours or before end of next business day; Phone call log to be maintained in writing for all business and case calls;
2. Provide two-hour window estimated time of arrival (ETA) for appointments in writing or by e-mail, as possible;
3. Staff on-call for emergency situations (24 hours per day) through published phone number available only to City Official and authorized City employees;
4. Complete plan reviews for residential projects within five (5) working days;
5. Complete plan reviews, in writing, for small to mid-size commercial projects within ten (10) working days for initial submittal, seven (7) working days or less for second submittal (if required), and three (3) working days or less for third submittal (if required);
6. Provide inspections five (5) days a week with written copy of inspection report left with owner or permit holder who signs an acknowledgement of receipt of the inspection at site. In the event owner/permit holder is not on site, a backup copy of the inspection shall be mailed to owner/permit holder;
7. Provide inspections after normal business hours (5:00 p.m. or later), or on weekends, upon 24 hour notice. Such inspections shall be provided in accordance with the terms Section 3.3 (Hourly Fees) of the Professional Services Agreement;
8. Provide next-day building inspections when formally requested before 5:00 p.m. on the preceding day with written copy of inspection report left with owner or permit holder who signs an acknowledgement of receipt of the inspection at the site. In the event owner/permit holder is not on site, a backup copy of the inspection report shall be mailed to owner/permit holder;
9. Provide electrical, mechanical, plumbing, accessibility, or energy inspections within seventy-two (72) hours from the date the request is made with written copy of inspection report left with owner or permit holder who signs an acknowledgement of receipt of the inspection at the site. In the event owner/permit holder is not on site, a backup copy of the inspection report shall be mailed to owner/permit holder;
10. Provide weekly performance reports, and a summary written quarterly reports and an annual report to the City Official or his/her designee no later than July 30<sup>th</sup> of the year, which tracks: building permits issued by number, type and valuation; inspections by type and number performed, failed inspections, and number and type of code violations; plan reviews completed by number, type, and period of completion; collected fees; internal

plan review meetings held with other City departments; responses to emergency calls; certificates of occupancy issued, and expenses versus revenues;

11. Provide monthly, bi-annual, fiscal year, and calendar year reports on permit, inspection, and licensing activity, including revenue/expenditure to the City Official;
12. Provide building permit and/or demolition activity reports to other agencies (state, SEMCOG, the U.S. Census Bureau, etc.) as may be requested with copies of all such reports forwarded to the City Official or his/her designee concurrently;
13. Employees shall wear business appropriate clothing ~~that identifies them as a Wade Trim-employee;~~ (amended 1/10/13)
14. ~~Vehicles marked, clean, identifiable with City and firm/employee name;~~ (Amended 1/10/13)
15. Office staffed/open each business day from 8:00a.m. to 5:00p.m. minimum; and
16. Prepare concise, easily understood and attractive materials for distribution to the public, which outline permitting and inspection procedures during business and non-business hours and specifying contact information.

**EXHIBIT G OFFICE**

**SPACE PLAN**

Generally described as first floor workspace directly across from the Clerk's Office (see Photo).

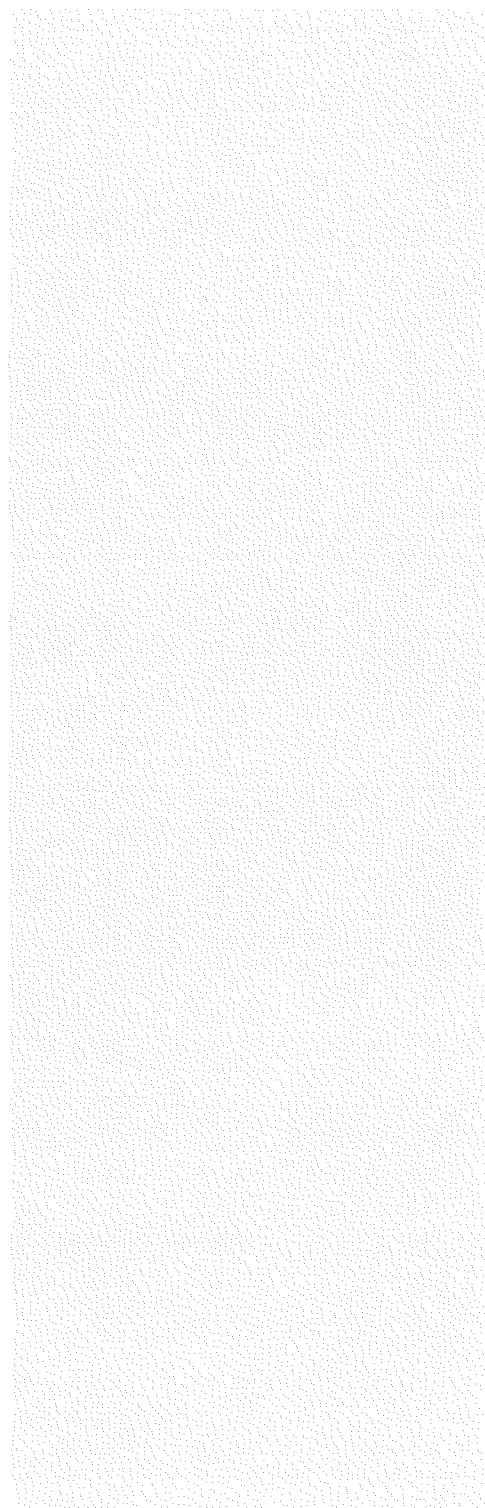


EXHIBIT I

**INVENTORY AND EQUIPMENT**

Computers:

Office Furniture:

Misc. storage cabinets and storage racks

Other:

Access to the City network and all the resources available on it including email, Internet and Equalizer application.

City Standard Desktop Software including MS Office

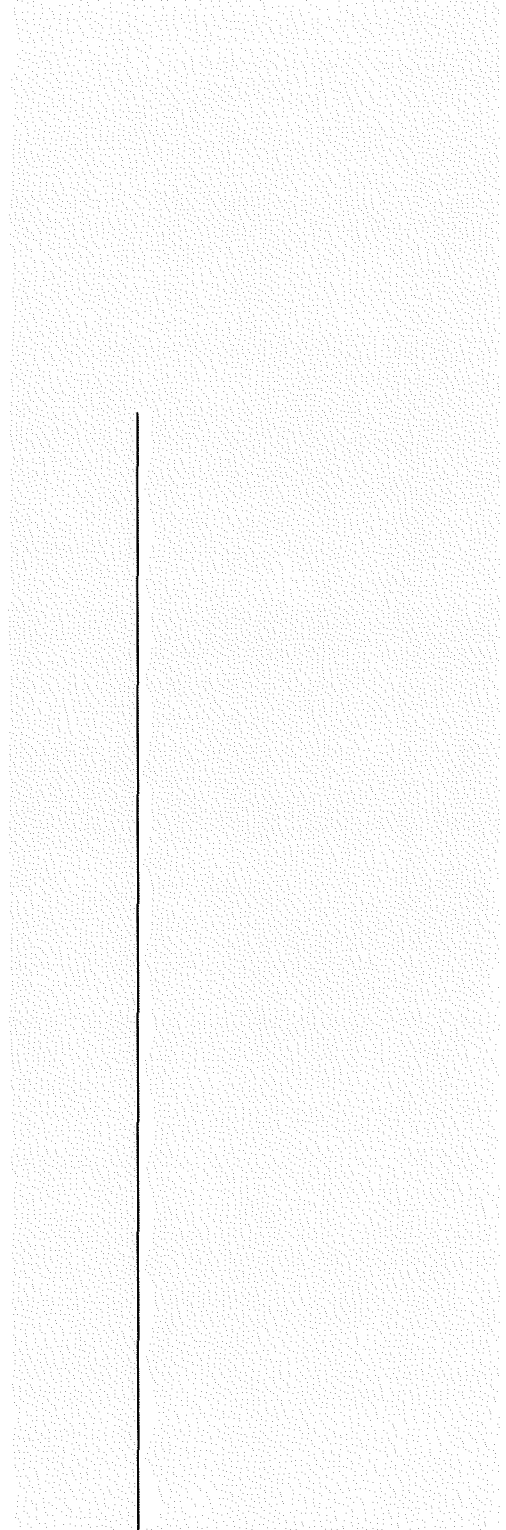
Maintenance and support of all hardware and software

Use and maintenance of printers, not including consumables

Regular replacement of equipment



**EXHIBIT J**  
**CONTRACTOR EQUIPMENT**



**City of Pontiac  
Professional Services Agreement  
Addendum J  
Amendments to a Professional Services Agreement between  
the City of Pontiac and Wade Trim Associates, Inc.**

December 8, 2020

The following recitals and representations are entered into this \_\_\_\_ day of December, 2020, by and between the City of Pontiac, a municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, (City), and Wade Trim Associates, Inc., a Michigan corporation, licensed to do business in the State of Michigan, whose address is 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, (Contractor), and are intended to amend an Agreement for Professional Services (Agreement) originally executed by the City and Contractor on February 16, 2011.

**Recitals and Representations**

WHEREAS, the City and Contractor entered into an Agreement on the 16<sup>th</sup> day of February, 2011; and,

WHEREAS, the City and Contractor have amended the Agreement via Amendments A through I, most recently in December 2018; and,

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the City recognizes the importance of maintaining uninterrupted Building Safety services for residents and businesses; and,

WHEREAS, the City currently does not have staff to perform these services without significant interruption and disruption for the citizens of Pontiac; and,

WHEREAS, it is in the best interest of the City and the Contractor to extend the current agreement to insure uninterrupted services to the Citizens of Pontiac; and,

NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, for the following professional services and conditions:

1. Building Safety Services: as budgeted, starting January 1, 2020 extend Building and Safety Services through December 31, 2022 with an option to extend further until December 31, 2023 by mutual agreement.
2. Amend Section 3.2.1 to read as follows as follows:
- 3.2 Compensation. Contractor shall receive compensation in the following manner:
  - 3.2.1 For the period commencing January 1, 2021 and ending December 31, 2021, a monthly payment from the City in the amount of \$143,795.

For the period commencing January 1, 2022 and ending December 31, 2022, a monthly payment from the City in the amount of \$146,670. If the mutual option is exercised by October 31, 2022, then for the period commencing January 1, 2023 and ending December 31, 2023 a monthly payment from the City in the amount of \$149,600.

ADDENDUM J is executed and made effective as provided above.

Contractor:

**Wade Trim Associates, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**City of Pontiac:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**#6**

# **RESOLUTION**



# City of Pontiac, Michigan

## Department of Finance

Mayor Deirdre Waterman

---

**To:** Honorable Mayor and City Council

**From:** Sekar Bawa, Treasurer

**Through:** Darin Carrington – Finance Director

**Date:** December 10, 2020

**Re:** Resolution to approve the revised Federal Poverty Guidelines for 2021 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration

Honorable Council President and City Council:

On an annual basis, the General Property Tax Act requires the governing body to adopt guidelines for the Board of Review to follow when considering applications for hardship exemptions. Homeowners granted hardship exemptions by the Board of Review are not required to pay 100% of the property taxes assessed against their homestead property in 2021.

Please note that special assessments and the sanitation fee cannot be waived or reduced. Applicants must meet the standards established by an income level test and an asset level test. The proposed guidelines identify the federal poverty guidelines for the income level test and establish a threshold that varies depending on the family size. For example, a family of four has a threshold of \$26,200 in 2021 (based on the 2021 Federal Poverty Guidelines). A copy of the Federal Poverty Guidelines for 2021 is attached for your information.

At this time, the City Council is requested to adopt the following resolution:  
WHEREAS, In accordance with State of Michigan Act No. 390 Public Acts of 1994, approved December 29, 1994, General Property Section 211. 7u (4). "The governing assessing unit shall determine and make public the policy and guidelines the uses for the granting of exemptions. The guidelines shall include but not specific income and asset levels of the household income assets;" and,

WHEREAS, The Pontiac City Council approved said Hardship Exemption Guidelines for 2020; and,

WHEREAS, said Hardship Guidelines should be amended annually to reflect the new Federal Poverty Guidelines, NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2021 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

ATTACHMENT





# City of Pontiac, Michigan

## Department of Finance

*Mayor Deirdre Waterman*

January 2021

**TO: PROPERTY OWNERS APPLYING FOR HARDSHIP EXEMPTION (FINANCIAL)  
FROM THE CITY OF PONTIAC BOARD OF REVIEW**

The Board of Review for the City of Pontiac has adopted uniform guidelines for determining poverty exemptions. Taxpayers whose income falls below a determined level may apply for a reduced assessment, based on income, assets and family size. The goal of this procedure is to adopt consistent standards for granting tax relief based on hardship. Please note: This application may reduce the taxable value of your property; however, it does not affect the homestead exemption affidavits, which reduces the tax rate. (Property taxes - taxable value x tax rate / 1,000).

Attached is a schedule, which outlines the eligibility guidelines as established by the Pontiac City Council. Please note that the State of Michigan Homestead Property Tax Credit and all pertinent income and expense data shall be used in the determination of eligibility. Attached is the Economic Hardship Exemption application form.

When the application is returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office, 250 Elizabeth Lake Road in Pontiac, you shall also submit completed copies of your Federal and State Income Tax Returns, the General Homestead Property Tax Claim Form, MI-1040 CR-4, and the Senior Citizen Homestead Property Tax Form, MI-1040 CR-1.

It is not necessary for you to appear in person before the Board of Review. The Oakland County Equalization Office will submit your application to the Board for their consideration.

In order to provide time to review this application, it must be returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office ON OR BEFORE MARCH 1<sup>ST</sup>, JULY 1<sup>ST</sup>, OR DECEMBER 1<sup>ST</sup>, 2021. Please also note: You may only submit (on one of the days listed above) one application per year.

If you have any questions or need assistance, please contact the Oakland County Equalization Office at (248) 858-0776.

## CITY OF PONTIAC HARDSHIP EXEMPTION GUIDELINES

- 1) Applicant(s) shall obtain the hardship application form from the City of Pontiac Treasurer's Office or the Oakland County Equalization Department. Handicapped or disabled applicants may call the Assessor's Office to make necessary arrangements for assistance.
- 2) Applicant(s) must **own and occupy** the property as a homestead
  - a. Must produce a driver's license or other acceptable form of identification and determination of address.
  - b. Must produce a deed, land contract or other evidence of ownership.
- 3) Applicant(s) must complete the application form in its entirety and return to the Treasurer's or Equalization Office. Any application submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal.
- 4) Applicant(s) and other persons residing in the homestead must submit copies of the following documents from the current year:
  - a. Federal Income Tax Return- 1040, 1040A or 1040EZ
  - b. Michigan Income Tax Form MI-1040, MI-1040A or MI-1040EZ
  - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1 (if applicable)
  - d. General Homestead Property Tax Claim MI-1040CR-4
  - e. ADC Annual Budget letter
  - f. Benefit Statement (pension, retirement or Social Security) with signed form 4988
  - g. Social Security Card (all persons living in the home)
- 5) A hardship exemption **shall not** be granted to any applicant who does not own and occupy the homestead.
- 6) A hardship exemption **shall not** be granted to any applicant who owns sellable property other than their homestead regardless of location.
- 7) A hardship exemption **shall not** be granted to any applicant whose assets exceed \$100,000. An applicant's homestead and principal vehicle shall be excluded from consideration as an asset.
- 8) Applicant(s) shall not be eligible for consideration if they do not meet the current year's Federal Income Limitation Guidelines adopted by the City of Pontiac:

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200

5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For each additional person, add	\$4,480

NOTE: If you have or expect unusual personal or family expenses which will affect your income, the Board of Review may consider adjustments to your income level.

- 9) The **maximum** allowed reduction for hardship exemption shall be 50% of the net property taxes due after the State Homestead Credit applied based on Taxable Value of the homestead for the tax year.
- 10) All hardship exemptions shall be granted for the current tax year only.
- 11) Applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review or Assessor may have. This means that an applicant may be called to appear on short notice.
- 12) Applicant(s) should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
- 13) Pursuant to state law, applicant(s) may apply for Hardship Exemption to only one session of the Board of Review (March, July, or December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal.

**CITY OF PONTIAC  
47450 WOODWARD  
PONTIAC, MI 48342**

**REQUIRED DOCUMENTS**

Hardship Exemption applicants shall submit copies of the documents listed below to be considered for eligibility. Please attach these copies to your application.

- WARRANTY DEED or LAND CONTRACT or QUIT CLAIM DEED
- HOMEOWNER'S INSURANCE POLICY
- CURRENT FEDERAL INCOME TAX
- CURRENT MICHIGAN INCOME TAX
- GENERAL HOMESTEAD PROPERTY TAX MI-1040CR or SENIOR CITIZEN HOMESTEAD PROPERTY TAX
- INCOME FOR ALL PERSONS LIVING IN THE HOME:
  - ADC BUDGET LETTER
  - PENSION BENEFITS
  - CURRENT YEAR SOCIAL SECURITY STATEMENT (Attached Form 4988 must be signed)
  - ALIMONY, CHILD SUPPORT
  - FIP, DHS, DISABILITY & WORKER'S COMPENSATION
  - OTHER INCOME
  - W-2 (WAGES UNDER \$5,000)
- EMPLOYER'S NAME & ADDRESS
- DRIVER'S LICENSE
- SOCIAL SECURITY CARD (all persons living in the home)

**CITY OF PONTIAC  
HARDSHIP EXEMPTION APPLICATION**

PARCEL ID \_\_\_\_\_ YEAR \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

S.E.V. \_\_\_\_\_ TAXABLE VALUE \_\_\_\_\_

**OWNER'S INFORMATION**

Are you and your spouse the sole owners of the subject property? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please explain \_\_\_\_\_

Do you have an ownership interest in any other real estate? YES \_\_\_\_\_ NO \_\_\_\_\_

**MARITAL STATUS**

- SINGLE
- MARRIED
- WIDOWED
- SEPARATED
- DIVORCED

**PETITIONER'S EMPLOYMENT STATUS**

- FULL-TIME
- PART-TIME
- RETIRED
- DISABLED
- UNEMPLOYED

LAID-OFF

EMPLOYER'S ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**SPOUSE'S EMPLOYMENT STATUS**

- FULL-TIME
- PART-TIME
- RETIRED
- DISABLED
- UNEMPLOYED
- LAID-OFF

EMPLOYER'S ADDRESS \_\_\_\_\_



RESIDENT STATUS (List all persons residing in homestead)

NAME					
AGE					
RELATIONSHIP	SELF				
OCCUPATION					
CLAIMED AS DEPENDENT					

MORTGAGE INFORMATION

PURCHASE DATE	
PURCHASE PRICE	
MORTGAGE/ LAND CONTRACT BALANCE	
# OF YEARS REMAINING	

DOES PAYMENT INCLUDE PROPERTY TAXES? YES \_\_\_\_\_ NO \_\_\_\_\_  
 ARE PROPERTY TAXES PAID? YES \_\_\_\_\_ NO \_\_\_\_\_  
 HAVE ANY IMPROVEMENTS, CHANGES OR ADDITIONS BEEN MADE TO THE PROERTY IN THE LAST TWO YEARS? IF YES, PLEASE EXPLAIN YES \_\_\_\_\_  
 NO \_\_\_\_\_

DO YOU ANTICIPATE SELLING THE PROPERTY IN THE NEXT YEAR? YES \_\_\_\_\_  
 NO \_\_\_\_\_

HAVE YOU APPLIED FOR A POVERTY TAX EXEMPTION IN THE LAST THREE YEARS? YES \_\_\_\_\_  
 NO \_\_\_\_\_

IF YES, PLEASE LIST YEARS POVERTY TAX EXEMPTION WAS GRANTED:  
 \_\_\_\_\_

INCOME INFORMATION

DESCRIPTION	MONTHLY
WAGES, SALARIES, TIPS, ETC.	
SOCIAL SECURITY	
PENSIONS, ANNUITIES, IRA, ETC.	
WORKER'S COMP, DISABILITY	
INTEREST & DIVIDENDS	
BUSINESS INCOME	
CHILD SUPPORT, ALIMONY, ETC.	
FOOD STAMPS	
OTHER PUBLIC ASSISTANCE	
UNEMPLOYMENT BENEFITS	
<b>TOTAL MONTHLY INCOME</b>	=

Do you anticipate any major changes in income? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please explain:

---

**EXPENSE INFORMATION**

DESCRIPTION	MONTHLY PAYMENT
MORTGAGES	
HOMEOWNER'S INSURANCE	
PROPERTY TAXES	
CAR PAYMENT	
AUTO INSURANCE	
GAS	
UTILITIES- GAS	
UTILITIES- ELECTRICITY	
INTERNET/CABLE	
WATER/SEWER	
MEDICAL INSURANCE	
MEDICAL BILLS, PRESCRIPTIONS	
CREDIT CARDS	
CHILD CARE	
TELEPHONE	
FOOD	
OTHER:	
<b>TOTAL MONTHLY EXPENSES</b>	=

Do you have any major or unusual expenses?

YES \_\_\_\_\_

NO

If yes, please explain:

---

**ASSET INFORMATION**

DESCRIPTION	\$
CASH	
CHECKING ACCOUNTS	
SAVINGS & MONEY MARKET ACCOUNTS	
VEHICLES, BOATS, TRAILERS, ETC.	
STOCKS, BONDS, & MUTUAL FUNDS	
IRA, ANNUITIES, ETC.	
<b>TOTAL ASSETS</b>	=

**PLEASE READ CAREFULLY**

I/We am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief in accordance with Section 211.7u of the Michigan Compiled Laws/ General Property Tax Act.

I/We have read this application and fully understand the contents thereof. I/We declare that the statements made herein are complete, true, and correct to the best of my/our knowledge.

I/We further understand that if any information contained herein is found to be false or incomplete, I/We will be subject to liability for perjury as provided in Sections 211.118 and 211.119 of Michigan Compiled Laws.

\_\_\_\_\_  
Date \_\_\_\_\_ Petitioner

\_\_\_\_\_  
Date \_\_\_\_\_ Petitioner

## Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date

**#7**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President Williams and City Council Members

**FROM:** Mayor Dierdre Waterman

**DATE:** December 9, 2020

**RE:** **Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals**

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WHEREAS, City of Pontiac ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS; and

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the Pontiac City Council and permitted under the applicable MERS Plan Document(s); and

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment, and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of the Employer to implement decisions and actions of the governing body; and

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein.

THEREFORE BE IT RESOLVED, that the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements, and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered products and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

Mayor  
Deputy Mayor  
Finance Director

BE IT FURTHER RESOLVED, that this Resolution may be revoked in writing or amended by the Pontiac City Council at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Pontiac City Council agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

KKD  
Attachment



**#8**

# **RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety**  
**Planning & Zoning Division**  
47450 Woodward Ave | Pontiac, Michigan 48342

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING & DEVELOPMENT MANAGER**

**SUBJECT: DOWNTOWN PONTIAC SOCIAL DISTRICT**

**DATE: NOVEMBER 30, 2020**

Public Act 124 of 2020 [attached] signed in to law on July 1, 2020 allows cities to create Social Districts and within them Common Areas where alcoholic beverages from participating licensed establishments can be possessed and consumed outside the establishments' service areas. This enabling legislation would allow these areas where two or more contiguous licensed establishments [bars, breweries and/or restaurants] could sell alcoholic beverages in special cups to be taken into the Common Areas for consumption. Once a Downtown Pontiac Social District is approved by the Michigan Liquor Control Commission [MLCC], participating licensed establishment must receive approval from the City Council and MLCC for a Social District permit. According to Act 124, the Social District and Common Areas would extend to December 31, 2024.

Following this report includes support letters from Main Street Pontiac and a signed petition from 33 downtown property owners, business owners and/or tenants, plus area residents in support to form a Social District in Downtown Pontiac.

A Downtown Pontiac Social District is designed to create new energy in the downtown, while providing participating restaurants, breweries and bars an increasing economic benefit to expand its footprint during COVID-19 restrictions during scheduled special events.

The district would be managed by Main Street Pontiac. The City would provide assistance along with the Oakland County Sheriff Department, Waterford Regional Fire Department and EMS Star.

Management & Maintenance Plan [attached as Exhibit A] addresses a year-around Social District in terms of operation, access, alcohol, furnishings, signs, trash/recycling, and social distancing and COVID-19 response. The Common Areas would be set up and used only when Special Events are planned and approved.

The Downtown Pontiac Social District [Attached as Exhibit B] is bounded by the Woodward Avenue Loop and would have the following Common Areas:

- Saginaw Street between Water Street and Lafayette Street;
- W. Lawrence Street, west of Saginaw Street to the Alley;
- Hidden River Entertainment Space;
- Saginaw Green; and
- The Alley west of Saginaw, between Pike Street and Lafayette Street

**RESOLUTION**

**Downtown Pontiac Social District**

Minutes of a regular meeting of the Pontiac City Council of the City of Pontiac, County of Oakland, Michigan [the "City"] held virtually, live on city's Facebook per amendment to the Open Meeting Act PA 228 of 2020, on the \_\_\_\_ day of \_\_\_\_\_, 2020 at 6:00PM

Present: \_\_\_\_\_ Absent: \_\_\_\_\_ -

The following preamble and resolution were offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

*Whereas*, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

*Whereas*, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our downtown business community; and

*Whereas*, restaurant, breweries, and bars, which are key contributors to the historic development/redevelopment of Downtown Pontiac, have been and will continue to be hard hit by the economic impact of the pandemic; and

*Whereas*, increasing availability of outdoor spaces for dining and drinking will help the downtown and its businesses recover; and

*Whereas*, Public Act 124 of 2020 empowers local governments like the City of Pontiac to enhance its downtown, the Social District and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Control Commission licensees who obtained Social District Permits; and

Whereas, the Pontiac City Council has received requests to designate a Downtown Pontiac Social District; and

Whereas, The Pontiac City Council has considered the potential impact of the requested Social District on the public health, safety and welfare of the city; and

Whereas, the Pontiac City Council desires to designate a Downtown Pontiac Social District with Common Areas.

*Now Therefore, Be It Resolved,*

1. That Downtown Pontiac Social District boundary and Common Areas area are designated on the map, and
2. The Social District and Common Areas have at least two qualified, participating and permitted Michigan Liquor Control Commission licenses, and
3. That signs will be placed to clearly define and mark the limits of the Common Areas, and
4. The management and maintenance of the Downtown Pontiac Social District and Common Areas shall be conducted in accordance with the attached Management & Maintenance Plan, and

5. That the Downtown Pontiac Social District and Common Areas shall be maintained in a manner that protects the health and safety of the city, and
6. That, if the Common Areas are deemed to be a public health and safety concern, a public hearing revoking the designation will be held before the Pontiac City Council in accordance with Public Act 124 of 2020.

*Be it Further Resolved*, that the Mayor and Interim City Clerk are hereby authorized to execute all documents necessary to file the Downtown Pontiac Social District and Common Areas Map and the Management and Maintenance Plan with the Michigan Liquor Control Commission.

Ayes:

Nays:

Resolution Declared Approved.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

\_\_\_\_\_  
Dr. Deirdre Waterman, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Pontiac City Council of the City of Pontiac, County of Oakland, Michigan, at a regular meeting held on \_\_\_\_\_, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, as amended PA 228 of 2020 and that the minutes of said meeting were kept and will be and or have been made available as required by said Act.

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

**EXHIBIT A – Management & Maintenance Plan | Downtown Pontiac  
Social District & Common Areas  
&  
EXHIBIT B – Downtown Pontiac Social District Map**

**EXHIBIT A**  
**Management & Maintenance Plan**  
**Downtown Pontiac Social District & Common Areas**  
City of Pontiac, Michigan  
November 30, 2020

**OPERATION**

1. The Social District and Common Areas shall be open for operation Sunday through Thursday from 11am to 11pm, and Friday and Saturday from 11am to midnight.
2. No tents larger than 10 ft. x 10 ft. or lighting shall be installed within the Social District or Common Area(s) without City permission.
3. No amplified sound shall be used in the Social District or Common Areas without City permission.
4. Umbrellas may be installed but shall not be mechanically fastened to street or sidewalk surfaces.
5. Dogs are permitted in the Social District and Common Areas (the City's leash laws still apply, as does the obligation to pick up after your dog).

**ACCESS**

1. Pedestrian access shall be maintained to all buildings in the Social District and Common Areas as required by the City of Pontiac.
2. Emergency access shall be maintained to all adjacent properties in the Social District and Common Areas as required by the City of Pontiac.

**ALCOHOL**

1. Alcoholic beverages are allowed in the Common Area(s) only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC) and City of Pontiac requirements.
2. Alcoholic beverages shall only be purchased at the licensed premises of a Social District Permit holder and must be consumed in designated Common Areas.

**SEATING, TABLES & RELATED FURNISHINGS**

1. Pontiac Main Street [PMS] will maintain any seating, tables, and related furnishings that have been purchased and deployed by PMS within the Social District.
2. Seating, tables, and related furnishings that have been provided by individual Social District Permit Holders shall be the sole responsibility of the Social District Permit Holders and must comply with ADA accessibility requirements. Under certain circumstances, Social District Permit holders may use public space for seating, tables, and related furnishings. Interested Social District Permit holders must contact PMS for necessary reviews and approvals.
3. Related furnishings are defined as planters, fencing, spatial delineators or other elements that are deployed as part of a seating expansion within the Common Areas.



## **SIGNS**

1. PMS in consultation with the City of Pontiac Building & Safety Department will provide signs that designates the Common Area(s) and Common Area(s) boundaries.
2. The City of Pontiac Sign Ordinance, which is part of the Zoning Ordinance are applicable within Social District and Common Area(s)

## **TRASH & RECYCLING**

1. PMS will provide temporary trash cans and/or recycling cans within Common Area(s) and at Common Area boundaries and will maintain these trash cans and/or recycling cans and conduct trash removal operations at these locations for the duration of the Social District and Common Area operation so long as it is economically feasible to do so.

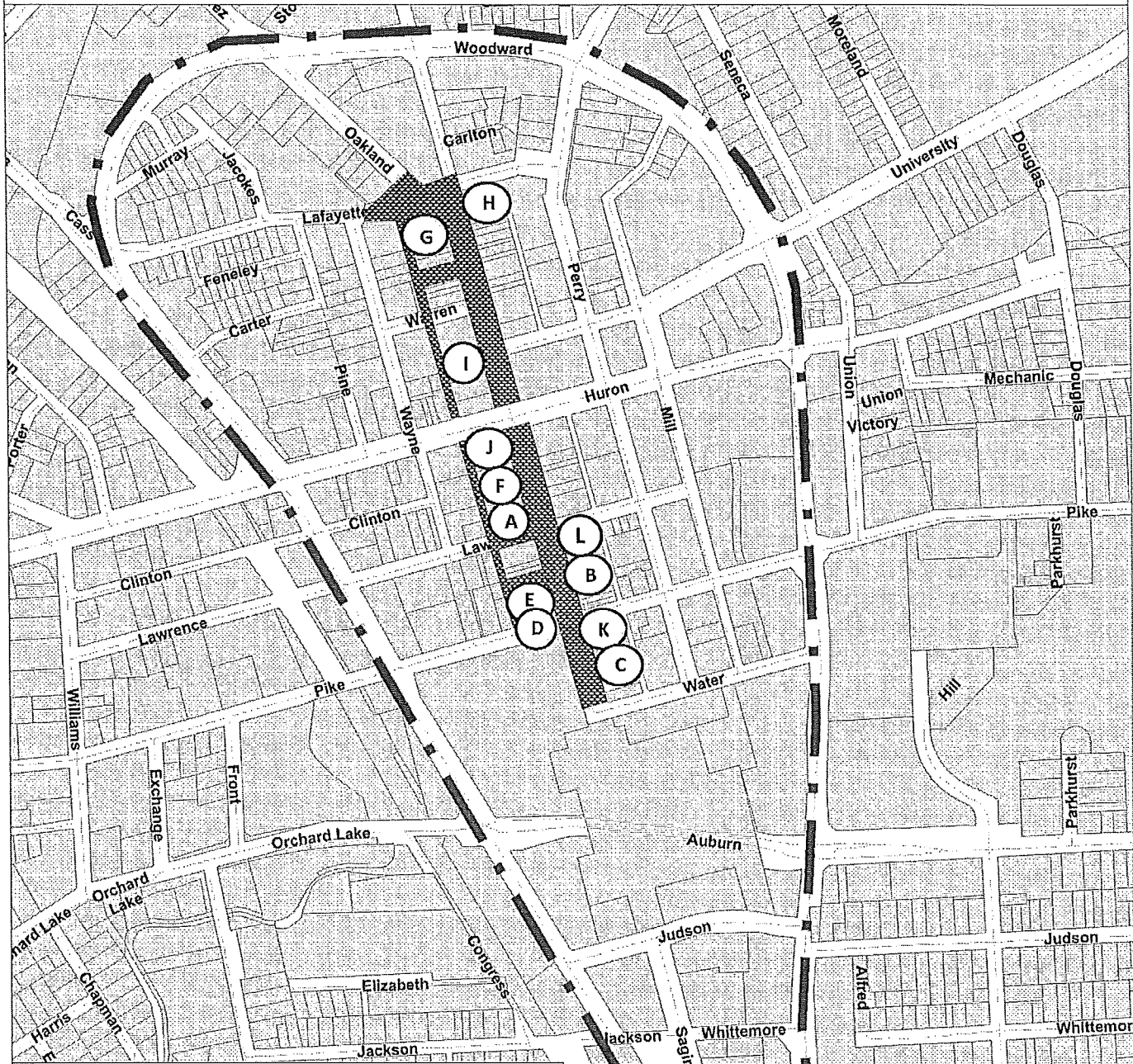
## **REVIEW**

1. The Management and Maintenance Plan shall be included in any future Social District reviews conducted by the City of Pontiac or other entities.
2. PMS shall be included in any review and consulted on any revisions to the Social District and Management and Maintenance Plan.
3. Alcoholic beverages consumed in Common Areas are required to be in designated cups per the requirements of the MLCC.
4. Social District Permit holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including confirming the consumer's identification and age, and prohibiting the sale of alcohol to intoxicated parties.
5. During regular patrols, Oakland County Sheriff and Downtown Pontiac Patrol Officer will monitor Common Area(s) as assigned for compliance with MLCC regulations.
6. PMS staff and/or contractors will also monitor Common Areas and report compliance issues to the proper authorities so long as it is economically feasible to do so.
7. Additional Common Areas may be considered at a future date by the Pontiac City Council.

## **SOCIAL DISTANCING & COVID-19 RESONSE**



1. All users of Social District and Common Area(s) shall follow State of Michigan social distancing requirements.
2. All users of the Social District and Common Areas shall comply the State of Michigan Orders, including by not limited to, complying with limits on social gatherings and requirements relating to face masks.

# Downtown Pontiac Social District Map



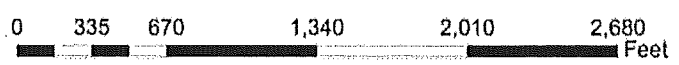
## Downtown Pontiac Social District Map

- A. Alley Cat Café
- B. Charlene's Theatre Bar
- C. Elektricity
- D. Experimentation Brewing Co.
- E. Fillmore 13 Brewery
- F. Green Room Café
- G. Lafayette Grande
- H. Lafayette Market
- I. Liberty Bar
- J. Little MO
- K. The Crofoot
- L. The Strand Theatre Restaurant

 Common Areas  
 Social District Boundary



December 4, 2020



Act No. 124  
Public Acts of 2020  
Approved by the Governor  
July 1, 2020  
Filed with the Secretary of State  
July 1, 2020  
EFFECTIVE DATE: July 1, 2020

**STATE OF MICHIGAN  
100TH LEGISLATURE  
REGULAR SESSION OF 2020**

Introduced by Reps. Webber, Sabo, Steven Johnson, Bollin, Slagh, Rendon, Paquette, Crawford, Hall, Huizenga, Kahle, Lightner, Meerman, Hood, Elder, Leutheuser and Reilly

**ENROLLED HOUSE BILL No. 5781**

AN ACT to amend 1998 PA 58, entitled "An act to create a commission for the control of the alcoholic beverage traffic within this state, and to prescribe its powers, duties, and limitations; to provide for powers and duties for certain state departments and agencies; to impose certain taxes for certain purposes; to provide for the control of the alcoholic liquor traffic within this state and to provide for the power to establish state liquor stores; to prohibit the use of certain devices for the dispensing of alcoholic vapor; to provide for the care and treatment of alcoholics; to provide for the incorporation of farmer cooperative wineries and the granting of certain rights and privileges to those cooperatives; to provide for the licensing and taxation of activities regulated under this act and the disposition of the money received under this act; to prescribe liability for retail licensees under certain circumstances and to require security for that liability; to provide procedures, defenses, and remedies regarding violations of this act; to provide for the enforcement and to prescribe penalties for violations of this act; to provide for allocation of certain funds for certain purposes; to provide for the confiscation and disposition of property seized under this act; to provide referenda under certain circumstances; and to repeal acts and parts of acts," by amending section 1021 (MCL 436.2021), as amended by 2013 PA 235, and by adding section 551.

*The People of the State of Michigan enact:*

Sec. 551. (1) The governing body of a local governmental unit may designate a social district that contains a commons area that may be used by qualified licensees that obtain a social district permit. A governing body of a local governmental unit shall not designate a social district that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road. If the governing body of a local governmental unit designates a social district that contains a commons area under this section, the governing body must define and clearly mark the commons area with signs. The governing body shall establish local management and maintenance plans, including, but not limited to, hours of operation, for a commons area and submit those plans to the commission. The governing body shall maintain the commons area in a manner that protects the health and safety of the community. Subject to this subsection, the governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least 1 public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, of the time and place of the public hearing before the public hearing. The governing body shall file the designation or the revocation of the designation with the commission. As used in this subsection:

(a) "Local road agency" means a county road commission or designated county road agency or city or village that is responsible for the construction or maintenance of public roads within this state.

(b) "Road authority" means a local road agency or the state transportation department.

(2) Subject to subsection (3), the holder of a social district permit may sell alcoholic liquor for consumption within the confines of a commons area if both of the following requirements are met:

(a) The holder of the social district permit only sells and serves alcoholic liquor on the holder's licensed premises.

(b) The holder of the social district permit only serves alcoholic liquor to be consumed in the commons area in a container to which all of the following apply:

(i) The container prominently displays the social district permittee's trade name or logo or some other mark that is unique to the social district permittee under the social district permittee's on-premises license.

(ii) The container prominently displays a logo or some other mark that is unique to the commons area.

(iii) The container is not glass.

(iv) The container has a liquid capacity that does not exceed 16 ounces.

(3) If the commission issues a special license to a special licensee located in a social district, the holder of a social district permit shall not sell and serve alcoholic liquor under subsection (2) during the effective period of the special license.

(4) A purchaser may remove a container of alcoholic liquor sold by a holder of a social district permit under subsection (2) from the social district permittee's licensed premises if both of the following conditions are met:

(a) Except as otherwise provided in subdivision (b), the purchaser does not remove the container from the commons area.

(b) While possessing the container, the purchaser does not enter the licensed premises of a social district permittee other than the social district permittee from which the purchaser purchased the container.

(5) The consumption of alcoholic liquor from a container described in subsection (2)(b) in the commons area as allowed under this section may only occur during the legal hours for the sale of alcoholic liquor by the social district permittee.

(6) A qualified licensee whose licensed premises is shared by and contiguous to a commons area in a social district designated by the governing body of a local governmental unit under this section may obtain from the commission an annual social district permit as provided in this section. The social district permit must be issued for the same period and may be renewed in the same manner as the license held by the applicant. The commission shall develop an application for a social district permit and shall charge a fee of \$250.00 for a social district permit. An application for a social district permit must be approved by the governing body of the local governmental unit in which the applicant's place of business is located before the application is submitted to the commission and before the permit is granted by the commission. The \$250.00 permit fee under this subsection must be deposited into the liquor control enforcement and license investigation revolving fund under section 543(9).

(7) This section does not apply after December 31, 2024.

(8) As used in this section:

(a) "Commons area" means an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least 2 other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.

(b) "Local governmental unit" means a city, township, village, or charter authority.

(c) "Qualified licensee" means any of the following:

(i) A retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises.

(ii) A manufacturer with an on-premises tasting room permit issued under section 536.

(iii) A manufacturer that holds an off-premises tasting room license issued under section 536.

(iv) A manufacturer that holds a joint off-premises tasting room license issued under section 536.

Sec. 1021. (1) The commission shall not require a licensee to sell or serve food to a purchaser of alcoholic liquor. The commission shall not require a class A hotel or class B hotel to provide food services to registered guests or to the public.

(2) Except as otherwise provided in section 551 and subsection (3), a purchaser shall not remove alcoholic liquor sold by a vendor for consumption on the premises from those premises.

(3) A vendor licensed to sell wine on the premises may allow an individual who has purchased a meal and who has purchased and partially consumed a bottle of wine with the meal, to remove the partially consumed bottle from the premises on departure. This subsection does not allow the removal of any additional unopened bottles of wine unless the vendor is licensed as a specially designated merchant. The licensee or the licensee's clerk, agent, or employee shall cap the bottle or reinsert a cork so that the top of the cork is level with the lip of the bottle. The

transportation or possession of the partially consumed bottle of wine shall be in compliance with section 624a of the Michigan vehicle code, 1949 PA 300, MCL 257.624a.

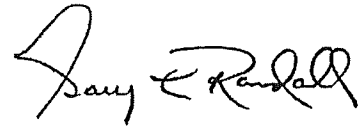
(4) This act and rules promulgated under this act do not prevent a class A or B hotel designed to attract and accommodate tourists and visitors in a resort area from allowing its invitees or guests to possess or consume, or both, on or about its premises alcoholic liquor purchased by the invitee or guest from an off-premises retailer and does not prevent a guest or invitee from entering and exiting the licensed premises with alcoholic liquor purchased from an off-premises retailer.

(5) Notwithstanding section 901(6), an on-premises licensee may, in a manner as determined by that licensee, allow for the consumption of wine that is produced by a wine maker, a small wine maker, or an out-of-state entity that is the substantial equivalent of a wine maker or small wine maker and that is brought into the licensed premises in its original sealed container by a consumer who is not prohibited under this act from possessing wine. The licensee shall not allow the consumer to remove a partially consumed bottle of wine brought by the consumer unless the licensee or the licensee's clerk, agent, or employee caps the bottle or reinserts the cork so that the top of the cork is level with the lip of the bottle. The licensee may charge a corkage fee for each bottle of wine brought by the consumer and opened on the premises by the licensee or the licensee's clerk, agent, or employee. This subsection does not exempt the licensee or the consumer from any other applicable requirements, responsibilities, or sanctions imposed under this act.

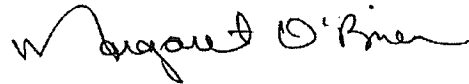
Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 100th Legislature are enacted into law:

- (a) Senate Bill No. 942.
- (b) House Bill No. 5811.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved \_\_\_\_\_

\_\_\_\_\_  
Governor



MAINSTREET PONTIAC  
29 W Lawrence St.  
Pontiac MI 48342

Dear Pontiac City Council,

Main Street Pontiac (MSP) representing the 15 independently owned restaurants, cafes, bars and performance venues located in historic downtown Pontiac, has been working in collaboration with the City of Pontiac on the establishment of a Social District permissible under Michigan Law in the downtown area. Social Districts are a safe and economic means for businesses crippled, or shuttered, as a result of the pandemic to expand their physical business locations to designated and approved areas outside their physical location to the sidewalk, alley, or street at certain times in order to increase capacity.

Such social districts have already been enacted in cities such as Traverse City, Ann Arbor, Holly and Lake Orion. Social districts are regulated and approved by the local government and the Liquor Control Board of Michigan. They must adhere to specific guidelines for safety, social distancing, and separation of underage individuals concerning alcohol consumption. The social district would only operate during certain hours, or by request of the downtown businesses or downtown events organizers for special functions for the community.

The districts can also be activated for special events in the downtown such as pop up markets or the Art Crawl. The ability to expand under the social district guidelines can make the difference between the success or closure of these crucial businesses in downtown Pontiac with an end to pandemic restrictions unknown for the foreseeable future. These businesses have supported our communities in various ways through sponsorship, providing meals to front line workers, and providing space at no cost to the various civic groups. Now they need your help to utilize this tool made available to them.

Please accept this letter of support that represents our support for the establishment of the Pontiac Social District.

Respectfully,

A handwritten signature in cursive script that reads "Chris Jackson".

Chris Jackson, President





**Main Street Pontiac**  
29 West Lawrence Street  
Pontiac, MI 48342  
[info@mainstreetpontiac.org](mailto:info@mainstreetpontiac.org)  
[www.mainstreetpontiac.org](http://www.mainstreetpontiac.org)

December 4, 2020

**Re: Social Districts and Impact to Restaurants in Downtown Pontiac**

---

Dear Pontiac City Council Members:

Earlier this year, Michigan Legislators approved a bill to allow for the creation of “social districts” within the state, to be created and implemented by local municipalities. Social districts allow for restaurants and bars to take advantage of predetermined outdoor spaces so that customers can enjoy food and alcoholic beverages outdoors, beyond typical sidewalk patio café constraints, and while maintaining improved social distancing and airflow.

We understand that the idea of opening alcohol consumption beyond a restaurant’s walls can be cause for concern. But as we look to our neighbors in the region already implementing this concept, social districts appear to be faring well, providing safe alternative environments for a dining experience, and providing restaurants with an additional means of attracting and retaining customers. Newly implemented social districts in Michigan range from smaller towns to tourist attractions. Examples of social districts in downtowns across Michigan include Cadillac, Bay City, Northville, Kalamazoo, Lake Orion, Clarkston, and even Port Huron, with Farmington currently implementing theirs. A current list is available at: [https://www.michigan.gov/documents/lara/soc-dist-lgu\\_697422\\_7.pdf](https://www.michigan.gov/documents/lara/soc-dist-lgu_697422_7.pdf).

During this COVID-19 pandemic, restaurants and cafes have been severely financially impacted and are struggling to maintain their doors open. From local to federal guidelines and restrictions, they have been one of the core focuses of social distancing guidelines and business regulations. Aside from COVID regulations, the general public is hesitant to eat indoors and more apt to support businesses with outdoor offerings. While we agree that many of these restrictions are in the best interest of the public’s health, we believe we can find ways to support our friends in the food and hospitality industry.

Restaurants in downtown Pontiac, while small, make a significant impact into the Pontiac economy. From the employees they hire, to the employees and families they support, to the tourism they bring in, the taxes they pay, the vendors and suppliers they interface with, to their community involvement. Within “the loop” there are currently 8 brick and mortar restaurants and cafes operating, a handful of pop-up caterers, and at least 3 event venues. Unfortunately, 1 café has already had to permanently close due to slowed down foot traffic from COVID-19. Examples of how these eateries impact the Pontiac economy include:

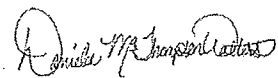
- each restaurant and venue employs between 2 and 14 employees that are *residents* of Pontiac;

- each restaurant and venue works with on average 4 (from 2 to 10) vendors that are Pontiac-based to provide food, beverages, supplies, signs, apparel, accounting services, and marketing;
- some venues in downtown bring more than 10,000 visitors to Pontiac *monthly* (which then frequent other Pontiac businesses before or after their event);
- restaurants and cafes provide paid training for their employees for certifications, cooking courses, business courses, and more to not only help them in their current roles, but grow them as employees and professionals;
- these businesses all donate and support programming in downtown that directly impacts residents: STEAM scholarships from our Phoenix Derby Races, Canvas Pontiac scholarships for Pontiac students, sponsoring the Annual Arts Crawl monetarily and in-kind, volunteering for clean-up days both in and outside of downtown;
- most importantly, these restaurants are a “home away from home” for many, during their work days, after school, while studying, and during meetings; this is something that cannot have a dollar sign attached to it.

As a non-profit, Main Street Pontiac has raised funds to help these restaurants, through our Restaurant Brigade Program and our COVID relief mini-grant program. But these supplemental funds are insufficient. These restaurants need a steady flow of foot traffic, even if slower and outdoors, to keep their doors open. These restaurants bring life and energy into downtown that cannot be replicated. They are not asking for financial support, rather just the opportunity to operate beyond their doors and sidewalks.

Please consider approving the social district concept. Let’s give these restaurants the flexibility to make it through the rest of 2020 and 2021, whatever indoor business restrictions come their way. Let us help them be there for when the pandemic is over and we are looking for a place to comfortably enjoy a morning coffee, working lunch, happy hour, or family dinner.

Thank you,



On behalf of the Board of Directors  
Main Street Pontiac

# Support for Social District Formation in Downtown Pontiac, MI

Petition ID \_\_\_\_\_

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a common area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551

district name  
Pontiac City MI-63030

office  
47200 Woodward Ave Pontiac, MI 48342-5008

district, position, department or zone number if applicable  
Pontiac Planning Division

Data collected will be used for informational and qualitative purposes in expressing the support for the formation of Social Districts in the Downtown area of Pontiac, MI. In an effort to combat the social and economic impacts of the COVID-19 pandemic, the Social Districts will be used as a mechanism for business development and expansion during challenging times. Information collected and recorded below will be utilized in pursuit of the opportunity initiative and not for the selling, sharing, or furnishing of listed information outside of this purpose without the consent of the willing participant. Thank you for your support.

Signature	Date Signed mm/dd/yy	Print Name	Residence or Mailing address street, city, zip code
B1 <u>[Signature]</u>	11-16-2020	LEE Roumays	7 North Saginaw suite 1D Pontiac MI 48342
B2 <u>[Signature]</u>	11-16-2020	Andrew Carroll	7 North Saginaw suite 1D Pontiac MI 48342
B3 <u>[Signature]</u>	11-16-2020	B. H. Swan	51 North Saginaw Pontiac MI 48342
B4 <u>[Signature]</u>	11-16-2020	Brett Michelson	85 N Saginaw Pontiac MI 48342
B5 <u>[Signature]</u>	11-16-2020	Michael Papaw	85 N. Saginaw Pontiac MI 48342
B6 <u>[Signature]</u>	1-16-2020	Kevin Bentley	51 N Saginaw Pontiac MI 48342
B7 <u>[Signature]</u>	11-21-2020	Ma Mercedes	7 N SAGINAW PONTIAC MI 48342
B8 <u>[Signature]</u>	11/21/2020	Chel Lash	71 N Saginaw Pontiac MI 48342
B9 <u>[Signature]</u>	12-2-2020	APRIL OSS	150 N SAGINAW ST. Pontiac MI 48342
B10 <u>[Signature]</u>	12-2-2020	JOANNE EPPERT	108 N SAGINAW PONTIAC MI 48342

I hereby certify 10 signatures on this petition are those in support of this program initiative in Pontiac MI (14th Congressional District) name of district

in Oakland County, Michigan.

[Signature]  
 Main Street Pontiac Program Manager

12/5/20  
 date certified mm/dd/yy

sheet number 1

# Support for Social District Formation in Downtown Pontiac, MI

Petition ID \_\_\_\_\_






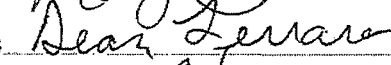
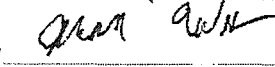
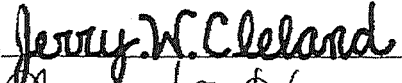
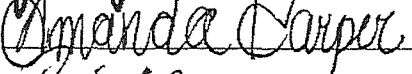
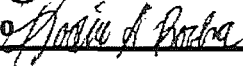
A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a common area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551

district name  
 Pontiac City MI-63030

office  
 47200 Woodward Ave Pontiac, MI 48342-5008


district, position, department or zone number if applicable  
 Pontiac Planning Division

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Signature	Date Signed mm/dd/yy	Print Name	Residence or Mailing address	street, city, zip code
R1 	11-16-20	Carley Guenness	987 Canterbury Pontiac	48341
R2 	11/16/20	NORMA KUECKER	1090 WOODLAW ST. WATERFORD	48328
Mclaren R3 	11-16-20	Amy Stowe	17041 Bart Ct. Daversburg	
R4 	11-16-20	Brett Mironson	114 Ottawa Pontiac, MI	
R5 	11-16-20	Mary Galber	2935 Carpenter Ct Commerce MI	
R6 	11-16-20	Dean Ferraro	323 Elizabeth Ave Ann Arbor MI	48106
R7 	11-16-20	Michael Witkowski	45 W. Huron Pontiac, MI	48342
R8 	11-16-20	Jerry W. Cleland	52 Dwight Ave Pontiac	48342
R9 	11/16/20	Amanda Harper	20 Exmoor, Waterford MI	48328
R10 	11/16/20	Marie A Rodne	211 Pioneer Dr Pontiac, MI	48344

I hereby certify 10 signatures on this petition are those in support of this program initiative in Pontiac MI, (14th Congressional District) name of district

in Oakland County, Michigan.

  
 Main Street Pontiac Program manager

12/5/20  
 date certified mm/dd/yy

sheet number 2

# Support for Social District Formation in Downtown Pontiac, MI

Petition ID \_\_\_\_\_

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a common area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551

district name  
 Pontiac City MI-63030

office  
 47200 Woodward Ave Pontiac, MI 48342-5008

district, position, department or zone number if applicable  
 Pontiac Planning Division

Data collected will be used for informational and qualitative purposes in expressing the support for the formation of Social Districts in the Downtown area of Pontiac, MI. In an effort to combat the social and economic impacts of the COVID-19 pandemic, the Social Districts will be used as a mechanism for business development and expansion during challenging times. Information collected and recorded below will be utilized in pursuit of the opportunity initiative and not for the selling, sharing, or furnishing of listed information outside of this purpose without the consent of the willing participant. Thank you for your support.

Signature	Date Signed mm/dd/yy	Print Name	Residence or Mailing address street, city, zip code
<i>Peter Boyer</i>	12-2-20	Peter Boyer	111 N. Perry St. Pontiac MI 48342
<i>Mac DeLeo</i>	12-2-20	Mac DeLeo	619 S Rembrandt Ave Royal Oak, MI 48060
<i>Quentin Boyer</i>	12-2-20	Quentin Boyer	619 S Rembrandt Ave Royal Oak
<i>Lisa Angelilli</i>	12-2-20	Lisa Angelilli	111 N Perry St Pontiac MI 48342
<i>Laura Laddow</i>	12-2-20	Laura Laddow	111 N. Perry " "
<i>Bruce Cobb</i>	12-2-20	Bruce Cobb	30 N. Saginaw St. Pontiac 48349
<i>Monica Reed</i>	12-3-20	Monica Reed	301 Fisher Ave Pontiac, MI 48341
<i>Lacy McClendon</i>	12-3-20	Lacy McClendon	476 thors Pontiac, MI, 48342
<i>Amber Atkins</i>	12-3-20	Amber Atkins	476 thors Pontiac, MI, 48342
<i>John H. Abrams</i>	12/3/20	John H. Abrams	168 Midland Pontiac, MI 48328

I hereby certify 10 signatures on this petition are those in support of this program initiative in Pontiac MI (14<sup>th</sup> Congressional District) name of district

in Oakland County, Michigan.

*Monica Reed*  
 main street Pontiac Program manager

12/5/20  
 date certified mm/dd/yy

sheet number 3

# Support for Social District Formation in Downtown Pontiac, MI

Petition ID \_\_\_\_\_

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551

district name  
 Pontiac City MI-63030

office  
 47200 Woodward Ave Pontiac, MI 48342-5008

district, position, department or zone number if applicable  
 Pontiac Planning Division

Data collected will be used for informational and qualitative purposes in expressing the support for the formation of Social Districts in the Downtown area of Pontiac, MI. In an effort to combat the social and economic impacts of the COVID-19 pandemic, the Social Districts will be used as a mechanism for business development and expansion during challenging times. Information collected and recorded below will be utilized in pursuit of the opportunity initiative and not for the selling, sharing, or furnishing of listed information outside of this purpose without the consent of the willing participant. Thank you for your support.

Signature	Date Signed mm/dd/yy	Print Name	Residence or Mailing address	street, city, zip code
R 1	11/20/20	Olga Guerrero	# Concord	Pontiac MI 48342
2	11/20/2020	Eric Johnson	4003 <sup>rd</sup> Ave	Pontiac MI 48340
3	12/6/2020	amy Olind	1626 Oak St.	Lake Orion MI 48360
4				
5				
6				
7				
8				
9				
10				

I hereby certify \_\_\_\_\_ signatures on this petition are those in support of this program initiative in

name of district

Pontiac MI (14<sup>th</sup> Congressional District)

in \_\_\_\_\_ County, Michigan.

Oakland

main Street Pontiac Program Manager

date certified mm/dd/yy

12/15/20

sheet number

4



**#9**

# **RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety**  
**Planning & Zoning Division**

47450 Woodward Ave | Pontiac, Michigan 48342

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING & DEVELOPMENT MANAGER**

**SUBJECT: DOWNTOWN PONTIAC SOCIAL DISTRICT PERMIT APPLICATIONS**

**DATE: DECEMBER 4, 2020**

With the establishment of the Downtown Pontiac Social District, participating licensed establishments must receive a Social District Permit from the Michigan Liquor Control Commission [MLCC]. The MLCC must first receive an approval from the Pontiac City Council before granting permits.

The following resolution includes the names of the establishments seeking a Social District Permit from the state. The Social District identifies 12 potential participating licenses within the Social District, other licensed establishments may file a Social District permit application in the future.

**RESOLUTION**

**Downtown Pontiac Social District Permit Applications**

Minutes of a regular meeting of the Pontiac City Council of the City of Pontiac, County of Oakland, Michigan [the "City"] held virtually, live on city's Facebook per amendment to the Open Meeting Act PA 228 of 2020, on the \_\_\_\_ day of \_\_\_\_\_, 2020 at 6:00PM

Present: \_\_\_\_\_ Absent: \_\_\_\_\_

The following preamble and resolution were offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

*Whereas*, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

*Whereas*, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our downtown business community; and

*Whereas*, restaurant, breweries, and bars, which are key contributors to the historic development/redevelopment of Downtown Pontiac, have been and will continue to be hard hit by the economic impact of the pandemic; and

Whereas, increasing availability of outdoor spaces for dining and drinking will help the downtown and its businesses recover; and

Whereas, Public Act 124 of 2020 empowers local governments like the City of Pontiac to enhance its downtown, the Social District and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Control Commission licensees who obtained Social District permits; and

Whereas, the Pontiac City Council has designated a Downtown Pontiac Social District and Common Areas; and

Whereas, the City has received requests from multiple qualified licensees to recommend approval of their Social District permit applications by the Michigan Liquor Control Commission; and

Whereas, the licensed establishments are contiguous to the Common Areas within the Social District; and

Whereas, the Pontiac City Council desires to recommend approval of the Social District Permit applications,

Now, therefore be it resolved that:

1. The Social District Permit applications from the following licensees are recommended by the Pontiac City Council for consideration and approval by the Michigan Liquor Control Commission:
  - a. Alley Cat Café – 31 N Saginaw
  - b. Charlene’s Theater Bar – 12 N Saginaw
  - c. Elektricity – 15 S Saginaw
  - d. Exferimentation Brewing Company – 7 N Saginaw
  - e. Fillmore 13 Brewery – 7 N Saginaw
  - f. Green Room Café – 47 N Saginaw
  - g. Lafayette Grande – 1 Lafayette
  - h. Lafayette Market – 154 N Saginaw
  - i. Liberty Bar – 85 N Saginaw
  - j. Little MO – 51 N Saginaw
  - k. The Crofoot – 1 S Saginaw
  - l. The Strand Theatre Restaurant – 12 N Saginaw
2. The Interim City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Resolution Declared Approved.

\_\_\_\_\_  
Dr. Deirdre Waterman, Mayor

\_\_\_\_\_  
Garland Doyle, Interim City Clerk

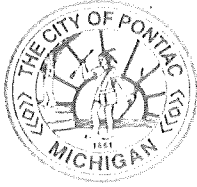
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Pontiac City Council of the City of Pontiac, County of Oakland, Michigan, at a regular meeting held on \_\_\_\_\_, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, as amended PA 228 of 2020 and that the minutes of said meeting were kept and will be and or have been made available as required by said Act.

---

Garland Doyle, Interim City Clerk

**#10**

**RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**Planning Division**

47450 Woodward Ave • Pontiac, Michigan 48342  
Telephone: (248) 758-2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL**

**FROM: VERN GUSTAFSSON – PLANNING & DEVELOPMENT MANAGER**

**SUBJECT: RESOLUTION TO SCHEDULE PUBLIC HEARING  
2021-2025 PONTIAC PARKS & RECREATION MASTER PLAN  
"A DESTINATION FOR RECREATION"**

**DATE: DECEMBER 6, 2020**

---

The City of Pontiac is completing revisions to the 2021-2025 Parks & Recreation Master Plan. To ensure the Master Plan is adopted, the Planning Division request that City Council approve a resolution to schedule a Public Hearing on January 19, 2021. The adoption of the 2021-2015 Parks & Recreation Master Plan allows the city to take advantage of the potential funding and grant benefits as well as adopting a sound, solid Master Plan that is designed to guide improving our city park systems and community health and wellness programs.

**Resolution to Schedule Public Hearing  
2021-2025 Pontiac Parks and Recreation Master Plan**

WHEREAS, the Pontiac City Council will hold a PUBLIC HEARING at its Regular Meeting on January 19, 2021 at 6:00 PM. This meeting will be held electronically as allowed by the amended Open Meetings Act.

WHEREAS, individuals who desire to make a public comment at the PUBLIC HEARING, please submit your name and comment(s) in writing to [publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us). All public comments must be received no later than 5:30PM on January 19, 2021. The Interim City Clerk will read your comments during the PUBLIC HEARING section of the meeting and limited to three (3) minutes.

WHEREAS, the 2021-2025 Parks & Recreation Master Plan can be viewed on the City of Pontiac Website: <https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:276a9a2a-8374-4a81-9a2f-010022aadd82#pageNum=1>



WHEREAS, NOTICE IS FURTHER GIVEN that the text of the proposed 2021-2025 Parks and Recreation Master Plan may be examined at the **Pontiac Public Library**, 60 East Pike Street, Pontiac, Michigan 48342 and **Pontiac City Hall, Building Safety Department**, 47450 Woodward Avenue Pontiac, Michigan 48342 during the hours of 9:00AM and 2:00PM

NOW, THEREFORE BE IT RESOLVED, that a Public Hearing for the City of Pontiac 2021-2025 Parks & Recreation Master Plan be held on January 19, 2021 at 6:00 PM. This meeting will be held electronically as allowed by the amended Open Meetings Act.