



NOTICE OF PONTIAC CITY COUNCIL MEETING
December 22, 2020
at 12:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Formal Meeting on December 22, 2020 at 12:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Formal Meeting 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**. 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 11:30 a.m. on December 22, 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** at least 24 hours in advance of the meeting.

Dated 12-18-2020, 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

FORMAL MEETING

December 22, 2020

12:00 P.M.

206th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. December 15, 2020

Sub Committee Reports

2. Department of Public Works (DPW)- December 11, 2020
3. Public Safety- November 2020

Special Presentations (Presentations are limited to 10 minutes.)

4. Medical Marihuana Application Review Process Update
Presentation Presenter: Garland Doyle, Interim City Clerk
5. Overview of Vacant City of Pontiac Executive Positions: Search for Qualified and Motivated Candidates with a Commitment toward Collaboration and Strategic Skillset to Work Toward the Pontiac Community Vision.
Deputy Mayor
Grants Writer/ Contract Compliance Officer
Community Relations Specialist
Presentation Presenters: Mayor Waterman and Kiearha Davidson, HR Manager

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>

6. Mayoral recommendations to City Council to City Council for a City of Pontiac COVID-19 Relief Package for Direct Assistance to our Pontiac Residents: Filling the Gap of Economic Distress Caused by the Pandemic: Temporary Halt on Interest Collection for Delinquent or Delayed Winter Tax Payments. Temporary Waiver of Rental Inspection Fees for Landlords, Who Co-Operate with Rental Assistance- Cares Act Grants to Renters or Delayed/Cancelled Evictions.
Presentation Presenter: Mayor Waterman

Recognition of Elected Officials

Agenda Address

Agenda Items

Resolutions

City Council

7. Resolution to approve the 2021 City Council Meeting Schedule

Finance

8. 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.
9. Resolution to approve the renewal of the Agreement with Wade-Trim for City's Building Services. This Agreement would be for a one-year period beginning January 1, 2021 and ending on December 31, 2021. There is a mutual option to extend the agreement on a month-to-month basis beginning January 1, 2022.

Planning

10. Resolution to Approve Scheduling a Public Hearing for the 2021-2025 Parks & Recreation Master Plan on January 19, 2021

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

December 15, 2020 Study

**Official Proceedings
Pontiac City Council
205th Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday December 15, 2020 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

Members Present: Carter, Miller, Pietila, Shramski, Waterman and Williams.

Members Absent: Taylor-Burks

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

20-559 **Motion to excuse Councilperson Taylor-Burks for personal reasons.** Moved by Council Pro Tem Carter and second by Councilperson Pietila.

Ayes: Miller, Pietila, Shramski, Waterman, Williams and Carter

No: None

Motion Carried

Approval of the Agenda

20-560 **Motion to approve the agenda.** Moved by Council Pro Tem Carter and second by Councilperson Miller.

Ayes: Pietila, Shramski, Waterman, Williams, Carter and Miller

No: None

Motion Carried

Councilperson Taylor-Burks arrived at 6:06 p.m.

Approval of the Minutes

20-561 **Motion to approve the meeting minutes for December 8, 2020.** Moved by Councilperson Miller and second by Council Pro Tem Carter.

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

No: None

Abstain: Waterman and Pietila

Motion Carried

Public Comment

Twenty-four (24) individuals submitted a public comment read by the City Clerk.

Suspend the Rules

20-562 **Motion to suspend the rules to move agenda items 8 (Resolution to Approve the Downtown Pontiac Social District) and 9 (Resolution to Approve Downtown Pontiac Social District Permit Applications) before 2 (Update from the Ad-hoc Medical Marihuana Subcommittee.** Moved by Councilperson Shramski and second by Councilperson Taylor Burks.

Ayes: Taylor-Burks, Williams, Carter, Miller, Pietila and Shramski
No: None
Motion Carried

20-563 **Motion to suspend the rules to vote on item 8 (Resolution to Approve the Downtown Pontiac Social District) and item 9 (Resolution to Approve Downtown Pontiac Social District Permit Applications).** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Waterman, Williams, Miller, Pietila, Shramski and Taylor-Burks
No: Carter
Motion Carried

**Resolution
Planning**

20-564 **Resolution to Approve the Downtown Pontiac Social District.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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.

December 15, 2020 Study

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: Williams, Miller, Pietila, Shramski, Taylor-Burks and Waterman

No: Carter

Resolution Passed

20-565 **Resolution to Approve Downtown Pontiac Social District Permit Applications.**

Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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. Elektriccity – 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

1. 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: Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams
No: Carter
Resolution Passed

Suspend the Rules

20-566 **Motion to suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Resolution

Finance

20-567 **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.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams, Carter and Miller
No: None
Resolution Passed

Suspend the Rules

20-568 **Motion to suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Shramski, Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila
No: None
Motion Carried

20-569 **Motion to request a Resolution for a 1 year contract for Wade Trim with month-to-month extension.** Moved by Councilperson Waterman and second by Councilperson Carter.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller, Pietila and Shramski
No: None
Motion Carried

December 15, 2020 Study

20-570 **Motion to suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Shramski.

Ayes: Waterman, Williams, Carter, Miller, Pietila, Shramski and Taylor-Burks
No: None
Motion Carried

20-571 **Motion to defer item 7 (Resolution establishing authorized signatures for Municipal Employees' Retirement System of Michigan (MERS) Contracts and Service Credit Purchase Approvals to January Finance Subcommittee.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Williams, Carter, Miller, Pietila, Shramski, Taylor-Burks and Waterman
No: None
Motion Carried

Adjournment

President Kermit Williams adjourned the meeting at 9:00 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

SUB

COMMITTEE

REPORT

Council members: Chair Doris Taylor-Burks, Megan Shramski and President Kermit Williams
Mayor: Deirdre Waterman
DPW Director: Dan Ringo
Deputy DPW Director: Al Cooley III
City Engineer: Abdul H Siddiqui, P.E.

Start: 2:00 p.m.

DEPARTMENT OF PUBLIC WORKS SUBCOMMITTEE NOTES

December 11, 2020

Administrative Contract Approach

Multi- Year Service Agreements

In the past, emergency management had long long-term services contracts.

Unilateral contract renewal is not the best practice. Sanitation contract 20 years or more, may not be the best practice. Even if a contract is 5 years, you need critical performance indicators and remedial language. A way to record a history of performance, if the City needs to cancel they can. Maximize investments.

One of the pros of multi- year contracts: contract provider gets to know the City.

Cons: a shorter contract you want ideas, a contractor that can tell you about your property.

Budget knowledge is an issue when changing providers.

Cons: shopping around. Vendors would rather have a three-year contract than yearly.

Cons: Mother nature comes into play and you do not get new ideas from different landscape professionals each year.

RNA in place possibly giving an extension, happy with performance, but maybe less expensive.

The Mayor's office and administration will continue to individually evaluate and manage all contracts and determine whether the City will benefit from presenting multi-year contracts over the one-year agreements with limited extensions.

DPW has implemented contractor evaluation performance indicators and is expanding that approach to record and track.

City Disaster Plan Amendments

City's Disaster Preparedness Plan. By law, the City has to do this.

Will be adding to the Plan. Matt Covey, the Fire Chief is out. The City will be updating. Now there is a better understanding of what type of services will be apart of the disaster plan.

DPW and Administration will be submitting this.

Bowens Center Warming Center

Amend the Plan to include the Bowens Center as a warming station and the designated site. There was a request to make a City Council member apart of the Plan.

How is the performance with RNA and United? A little rough at the start, which is typical of a new provider, but they worked well with communicating. By early June, they were on top of the game. Divided cuts out. Properties looked better.

GFL Letter to Residents

GFL apology Letter

Will be read as a public comment. The letter was read to the DPW subcommittee.

The letter states that GFL Environmental purchased Advanced Disposal locally as part of a larger merger within the waste industry and the letters that were sent to residents were intended to be informational, only just letting people know of the merger and what they can expect if they have an account.

There will be a special letter from the City mailed out to the citizens as well as the GFL letter.

Woodward Loop Reconstruction

Perry Street raw data, was sent earlier in the day.

It was asked: what is the cost of taking up the bike lanes? DPW will have to report back with the amount. Whatever the cost is, the cost is not budgeted. However, the City would have to request an MDOT permit.

Are there any concerns with bike lanes in general or is it just a problem with Perry as the Complete Streets Plan contains other bike lanes.

There are Bike lanes on Saginaw.

The City wants the Clinton River trail to connect bike lanes on Pike and Saginaw which is consistent with the Complete Streets Plan. Have conversation before construction. Next subcommittee meeting.

The Council President is requesting a letter of support from the Mayor to take up the bike lanes and requested that the City Attorney bring up the Complete Streets Plan and report back, to explain what is required to over-turn it.

There should be a lighting study for a traffic lights along MLK and signals on MLK and Perry should be updated. A fatality there.

A study along Perry was done before the bike lanes which prompted lights to be removed in the area and then the bike lanes were thrown in, disastrous.

Anything new requires adjustment. Revisit bike lanes, maybe a community conversation needs to happen.

The Loop was an epic failure to revitalize Pontiac. It sounded great, but now it does not work. Plans often do not work. Can possibly undue it.

MDOT Conceptual for the loop is at \$20 million dollars. Estimate City share is 2% of MDOT's share. The percentage may have changed.

Tuesday the Planner will talk about Hidden River Park.

Resolution from Council is required before MDO'T will start the project. If not passed, the City may miss out on \$20 million dollar project.

In the past, DPW would put something around Oakland Park in the fall, snow fencing which stopped snow and leaves. DPW has talked about implementing the program again in certain areas.

Adjourned: 3:08 p.m.

#3

SUB

COMMITTEE

REPORT



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

-
- **Matthew Covey** *Fire Chief* • **Carl Wallace** *Deputy Fire Chief* • **John Phebus** *Fire Marshal*

MONTHLY FIRE DEPARTMENT REPORT For the City of Pontiac November 2020

Total Pontiac Fire Station calls - month: **399** Average Response Time **5.10** per call

Total calls for Pontiac Stations - YTD: **4230**

City Calls: Fires: **29** EMS: **210** False Alarms: **39** Other: **121**

Pontiac YTD, Fires: **244** 5.77% EMS: **2473** 58.46% False Alarms: **332** 7.85% Other: **1095** 27%

<u>Month Count</u>	<u>Response Times month average</u>	<u>YTD Count</u>
FS-6: Fires –5	6.08	61
EMS –57	5.02	546
FS-7: Fires – 14	5.34	100
EMS – 64	5.13	962
FS-8: Fires – 4	5.26	40
EMS – 45	5.03	499
FS-9: Fires –5	6.00	32
EMS –42	4.35	446

Fire Injuries to personnel: 0

Fire Injuries to civilian: 0

Notable Event:

- **Increase in COVID-19 calls**
- **Fire Department purchased new training software to continue to improve the department. This will also over time assist with the Goal of becoming an ISO 2 rated fire department. Ultimate goal to save residents and business's insurance monies.**

	Jan-20	Feb-20	Mar-20	PR 20	20-May	20-Jun	
48340	4.9	5	4.8	4.7	4.6	4.8	
48341	5	5	5.1	5	4.9	4.9	
48342	4.9	4.8	4.8	4.9	4.9	4.75	
Monthly	4.93	4.93	4.9	4.86	4.8	4.78	
	20-Jul	Aug-20	SEPT	Oct	Nov	Dec	
48340	5	5.1	4.9	5	5.1		
48341	4.8	4.7	4.85	4.9	4.9		
48342	4.8	4.8	4.8	4.9	4.9		
Monthly	4.89	4.86	4.85	4.93	4.96		

DISPATCH	Dec-19	Jan-20	20-Feb	Mar-20	20-Apr	20-May	20-Jun	Jul-20	Aug-20	20-Sep	20-Oct	Nov-20
Abdominal Pain	53	24	25	23	20	25	31	26	24	21	25	18
airmedical transport												
ALLergies	8	3	8	6	9	8	6	6	8	8	4	10
ALTERED MENTAL STATUS	4	7	7	6	5	7	7	12	11	8	9	11
Animal bites	1	1	2	1	4	2		3	5	3	2	3
Assault	27	34	24	27	30	24	39	32	40	32	25	35
Invalid assist	5	8	7	4	1	7	1	1	1	9	5	4
Pedestrian struck by Auto												
Back Pain	14	10	14	6	6	14	12	16	15	6	9	10
Breathing Problems	71	142	125	151	147	129	122	140	94	94	96	129
Boating Accident							1	1	1			
Burns	2	1	1	3	2	1	1	2	2		1	1
Cardiac Arrest	18	18	14	15	14	14	21	14	9	16	16	14
Chest pain	52	85	76	83	48	76	64	60	64	73	62	54
Choking	2	3	5	1	4	5	4	4			9	3
CO poisoning	1		2	1	2	3			4	2	1	2
Seizures	124	55	39	54	31	39	52	48	46	54	45	39
Diabetic Issues	28	22	27	25	31	27	23	18	18	17	29	25
Drowning	1							1				1
Electrocution												
Eye issues	3	3		1	2		1	1	1			
Fainting				56								
Fall Victim	61	60	66		42	66	67	50	82	58	65	56
Fever	3											
Fire	1						1		2			
Headache	4	4	8	5	3	8	2	2	1		5	4
Heart Problems	11	13	11	10	14	11	18	11	9	9	11	15
Heat/Cold Exposures		3	2		1	2	1	2				1
Hemorrhage from Laceration	18	26	17	20	24	17	28	22	17	23	17	21
Industrial Accident												
Medical alarms	12	17	11	13	9	11	10	6	11	8	12	14
MCI												
Ingested Poison												
Non Emergent requests				11		2				7		3
Overdose	39	27	32	37	24	32	47	46	47	32	34	34
Pregnancy/Childbirth	5	14	7	14	7	7	18	6	2	9	3	7
Psychiatric Problems	43	36	24	34	39	24	55	54	51		30	24

Respiratory Arrest												
"Sick" Person	224	185	152	224	175	152	216	224	182	183	202	167
Standby									2			
stab/Gunshot Wound	3	5	5	5	4	5	7	4		2	9	2
Stroke/CVA	14	22	20	21	17	20	10	27	12	19	17	11
Traffic Accidents	33	61	34	41	26	34	44	68	55	45	33	31
Palliative care	31	33	36	22	18	36	29	34	36	34	34	34
Traumatic Injury	15	13	6	3	13	6	17	12	15	16	14	12
Unconscious/unknown cause	44	54	38	42	52	38	56	57	43	65	47	40
UNKNOWN	13	9	23	23	9	2	11	8	10	14	14	
"Person DOWN"		23	14		17	14	23	26	23		7	10
Sexual Assault												
Well Person Ck	1	1	2		1	2	1		2		1	1
total	989	1022	884	988	851	870	1046	1044	945	867	893	846

**Oakland County Sheriff's Office
Pontiac Substation**

2020

12/18/2020 17:15

Road Patrol/DB	January	February	March	April	May	June	July	August	Sept	October	November	December	Totals
Road Patrol Arrests:	369	366	333	265	348	321	300	362	323	342	248		3,577
Traffic Citations:	786	646	508	152	243	256	281	252	367	449	284		4,224
Detective Bureau Warrants:	83	77	99	139	127	111	94	146	143	131	87		1237
Cases Assigned to Detectives:	380	304	381	327	370	410	381	464	387	380	368		4,152
Appearance Citations:	6	6	6	5	6	11	7	10	2	10	5		74
DNA Swabs	0	0	0	0	0	0	0	1	1	1	0		3

Domesic Violence Arrests

State Law Warrants:	28	21	40	43	46	47	47	57	57	43	46		429
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Directed Patrol Unit

Felony Arrests:	22	19	42	75	72	44	47	40	35	28	16		440
Misdemeanor Arrests in Custody:	0	1	12	12	9	14	3	5	5	3	4		68
Appearance Citations:	1	1	1	0	2	4	2	3	0	1	1		16
Traffic Citations:	2	0	0	0	0	0	9	0	0	1	1		13
Controlled Buys:	0	0	0	0	0	0	0	0	0	0	0		0
Drugs Seized-Value:	\$ 1,250	\$ 1,500	\$ 4,525	\$ 7,047	\$ 8,425	\$6,170	\$ 5,970	\$ 6,500	\$ 3,160	\$ 2,175	\$ 3,545		\$ 50,267
Money Seized:	\$ 1,355	\$ -	\$ -	\$ 10,205	\$ 27,825	\$ 4,494	\$ 57,707	\$1,325	\$ 10,093	\$ 2,345	\$ 1,588		\$ 116,937
Handguns Seized:	3	1	9	13	14	14	16	16	14	11	3		114
Long Guns Seized:	0	0	0	1	0	4	2	2	2	0	0		11
Search Warrants Executed:	0	0	0	0	0	0	0	0	0	0	0		0

Violent Crimes Statistics

Armed Robberies	12	11	5	10	7	7	6	10	8	1	5		82
Homicides:	1	0	1	1	0	1	1	3	2	3	0		13
Discharged Firearm (Injuries):	3	1	1	3	1	3	3	5	2	2	4		28
Discharge Firearm (No Injuries):	4	1	1	2	4	2	2	3	3	2	2		26
Weapons Involved/Brandished:	4	1	0	5	5	2	0	4	4	6	5		36

#4

**SPECIAL
PRESENTATION**

December 2020

Medical Marihuana Application Review Status Update

A Process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

Conditional Approvals to be announced in January 2021 for some Grower and Processor Applicants as well as the top 5 Provisioning Centers Scored Applicants for the Cesar Chavez Overlay District.

Application Status	Number of Applicants as of December 18, 2020	Review Phase
Grower	8	6 in Phase 4 2 in Phase 1
Processor	3	2 in Phase 4 1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 4
Provisioning – Downtown	23	23 in Phase 2 and 3
Provisioning – Non Overlay	48	41 Ready for Phase 2 7 in Phase 2 and 3
Provisioning – Walton Blvd	15	Ready for Phase 2

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	7 Non Overlay	
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown		48 Non Overlay
Marihuana Regulations (50 th District Court & Liability Insurance)	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Treasury	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	



Office of the City Clerk
Garland S. Doyle
Interim City Clerk
(248) 758-3200

<http://pontiaccityclerk.com/medical-marihuana>

Reviewer	Reviews Completed	Under Review	Ready for Review
Code Enforcement	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Planning	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
City Clerk	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
DPW	3 Grower, 2 Processor & 17 Cesar Chavez	3 Grower	23 Downtown
Security		6 Grower, 2 Processor & 17 Cesar Chavez	

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor			6 Grower, 2 Processor & 17 Cesar Chavez
Planning Advisor		6 Grower, 2 Processor & 17 Cesar Chavez	

Unresolved Issues

1. The Planning Commission has not made a recommendation to the City Council about the proposed zoning map amendment to allow grower and processor facilities to locate outside of the Walton Blvd and Cesar Chavez Overlay Districts. The text amendment was submitted in January 2020. It has been seven months and still no action by the Planning Commission.

The Clerk will not be able to issue any grower or processor licenses outside of the Walton Blvd. & Cesar Chavez Overlay Districts until Ordinance 2363 the zoning ordinance for Medical Marihuana is amended. Conditional rezoning addresses non-conforming zoning issues. Conditional rezoning does not address the licensing statute in the zoning ordinance. The Clerk is obligated to follow ordinances as they are written. The Clerk will continue to review applications not affected by this issue.

2. The Planning Commission has not made a recommendation to the City Council about the proposed zoning text amendment regarding Hidden River being designated as a park. The text amendment was submitted in August of 2019. It is been over a year and still no action by the Planning Commission.

Phases

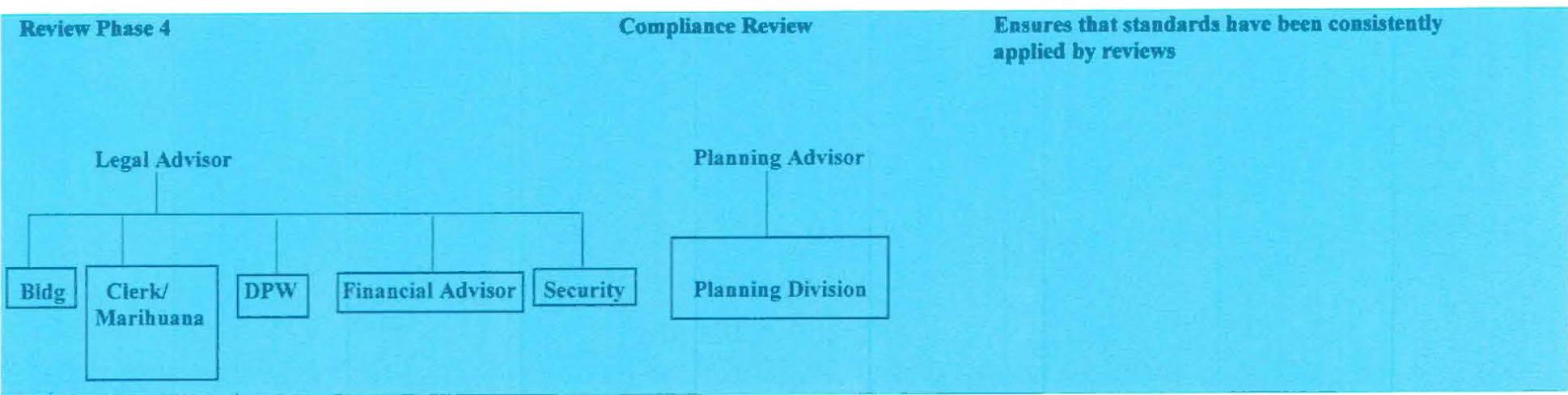
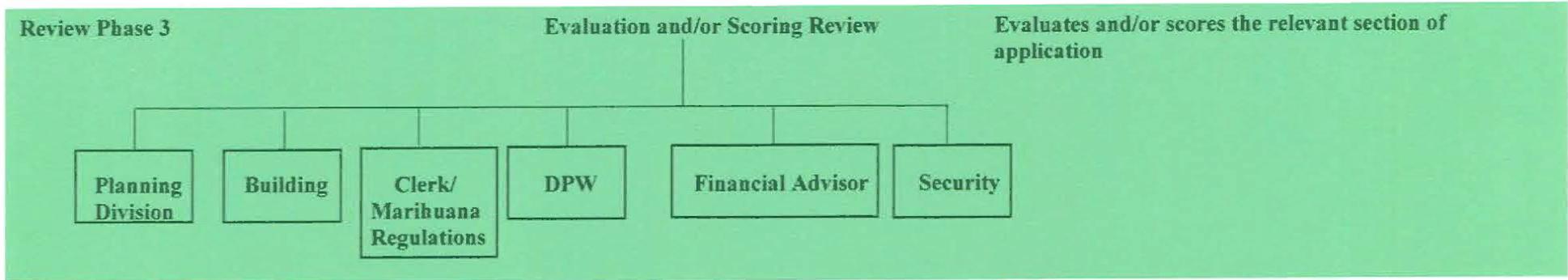
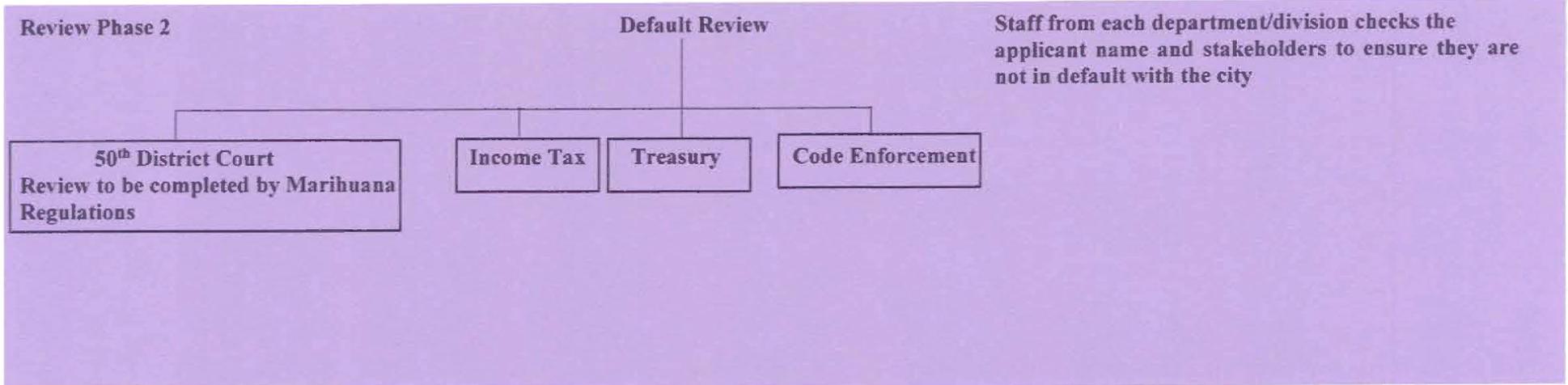
Type of Review

What happens during the review phase?

Review Phase 1

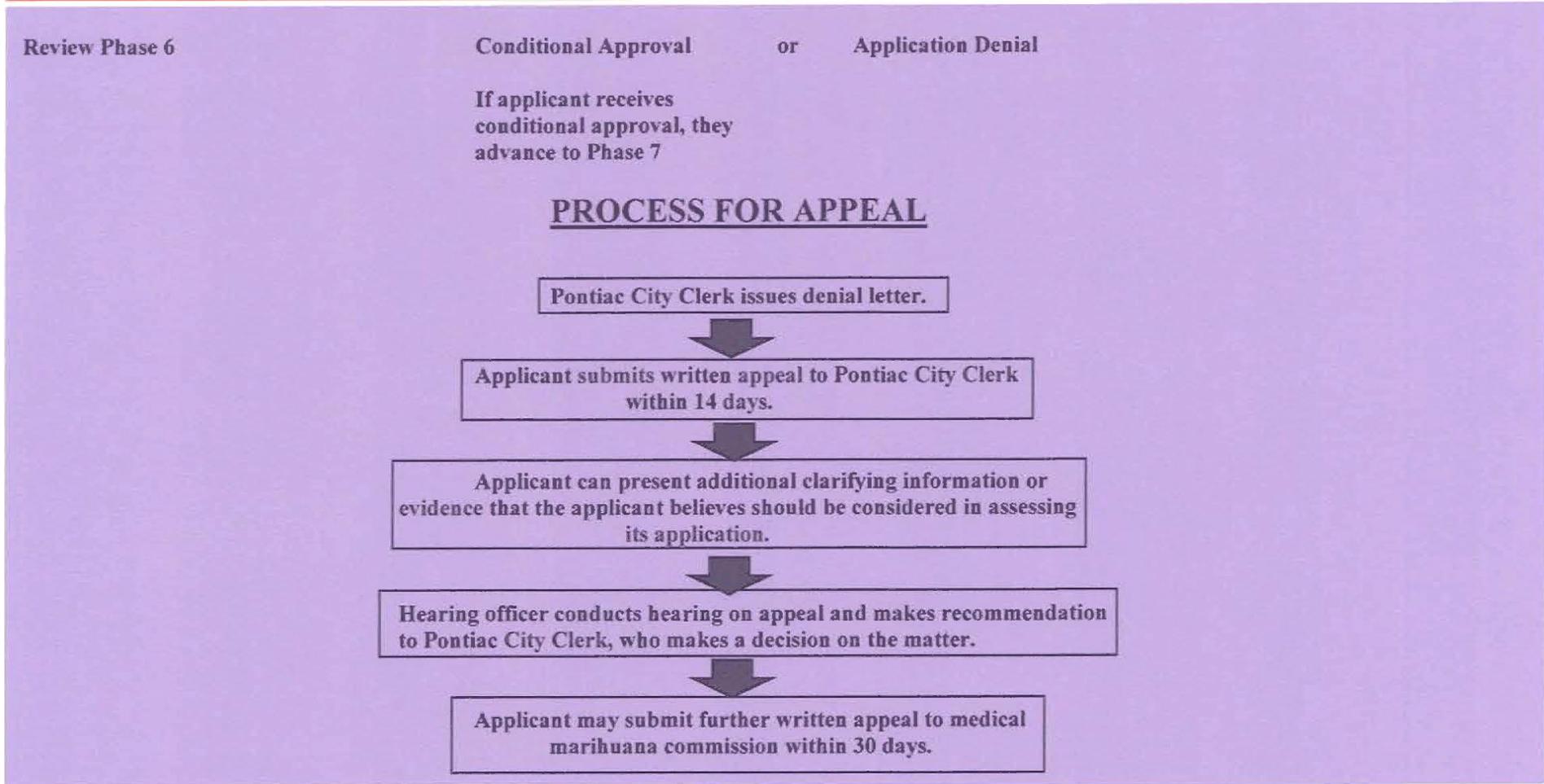
Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted



Regulations

Review Phase 5 Background Check



Review Phase 7 Site Plan Approval and/if necessary Special Exemption Approval

Review Phase 8

Certificate of Compliance/Occupancy from Building and Fire

Review Phase 9

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan

Staff and/or Reviewer Completed & Signed Forms

Name	Office/Department	Confidentiality and Non-Disclosure	Conflict of Interest
Garland Doyle	City Clerk	Yes	Yes
Jonathan Starks	City Clerk	Yes	Yes
Robert Huth, Jr. Esq Kirk, Huth, Lange, and Badalamenti, PLC	Legal Advisor to the City Clerk	Yes	Yes
Sherman Taylor, JD CPA SRT Consulting, LLC	Financial Advisor to the City Clerk	Yes	Yes
Jill Bahm, AICP Giffels-Webster	Planning Advisor to the City Clerk	Yes	Yes
Brian Stair Global Alliance Protective Group, LLC	Security Consultant to the City Clerk	Yes	Yes
John Fraser, Esq. Grewal Law PLLC	Hearing Officer	Yes	Yes
Vern Gustafsson	Planning	Yes	Yes
Mike Wilson	Building	Yes	Yes
Dan Ringo	DPW	Yes	Yes
Patrick Brzozowski	Code Enforcement	Yes	Yes
Sekar Bawa	Treasury	Yes	Yes
Larry Kosofsky	Income Tax	Yes	Yes

#5

**SPECIAL
PRESENTATION**

Approved: _____

Date: _____

Deputy Mayor

FLSA: Personal staff member exemption

- *Summary:* This position is appointed by the Mayor, subject to approval by the City Council and the Receivership Transition Advisory Board. An incumbent in this position is responsible for performing a combination of activities that include administrative functions and duties. The incumbent is also responsible for performing all duties of the Mayor during any absence or temporary disability of the Mayor. The absence of the Mayor is defined as the Mayor being unable to communicate with the City. The Deputy Mayor position is a paid, full-time position with the City. Upon termination of the City Administrator, the Deputy Mayor will assume all responsibilities.

Supervision

Supervision Received: Works under the general supervision of the Mayor.

Supervision Given: None.

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.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position:

- Performs the duties of the Office of the Mayor during the absence or temporary disability of the Mayor.

- During the period of receivership, the Deputy Mayor attends council meetings, responds to questions from City Council and citizens, makes oral reports, and presents proposals.
- The Deputy Mayor shall be asked to attend occasional meetings/functions in the evening on behalf of the City as an expected and customary part of the position.
- Assists the Mayor in successfully fulfilling public obligations by providing support services in the areas of administration, communication, research and public relations.

Typical Assignments

- Performs the duties of the Office of the Mayor during the absence or temporary disability of the Mayor.
- Responds to questions from City Council and citizens at council meetings and at other subcommittee, board, commission or civic meetings.
- Makes oral reports and presents proposals to the City Council.
- Assists the Mayor and coordinates with the City Attorney in resolving the Phoenix Center litigation in a manner consistent with standing Emergency Manager Orders or associated documents.
- Assists the Mayor in the resolution of retiree other post-employment benefit funding issues in a manner consistent with standing Emergency Manager Orders or associated documents.
- Assists the Mayor in identifying a funding source for Police and Fire VEBA funding in a manner consistent with standing Emergency Manager Orders or associated documents.
- Assists the Mayor in managing the City's federal housing demolition programs in a manner consistent with standing Emergency Manager Orders or associated documents.
- During receivership, be responsible for coordinating the development of the City's multi-year budget and the City's multi-year Financial and Operating Plan (dated June 7, 2013) with the Mayor, Finance Director, and City Council.
- Assists the Mayor, and works cooperatively with relevant City staff, Oakland County, and any partnering agencies or organizations in developing, coordinating, and implementing the economic recovery plan with Oakland County to successfully enhance the growth and economic development of the City.
- Attends professional development workshops and conferences to stay abreast of municipal affairs.
- Works to coordinate town hall meetings and district events.
- Other duties, as assigned by the Mayor to achieve the assignments and objectives outlined above and not inconsistent with standing Emergency Manager Orders or associated documents.

Recommended Minimal Qualifications

Education, Training, and Experience:

- Bachelor's degree, Master's degree preferred, in Business Administration, Political Science, Community Development, Public Administration, or a related field.
- Six years of progressively responsible experience (five years progressive experience with a Master's degree) working in local government management in a similar sized municipality, policy development, organizational development or operations, planning or an equivalent combination of experience and education sufficient to successfully perform the duties of the job listed above.

Knowledge, Abilities, and Skills:

- Knowledge of the City Charter, the City Code of Ordinances and the Michigan Constitution.
- Broad knowledge of the structure, principles and practices of public administration and municipal government.
- Knowledge of Community Development Block Grant programs and reporting requirements.
- Knowledge of budgetary principals, capital planning principals, and governmental budget development.
- Knowledge of the principles and practices of planning, zoning, land use and related laws.
- Ability to work both independently and cooperatively.
- Ability to maintain a professional composure during stressful situations.
- Ability to adequately manage projects and complete assignments within assigned deadlines.
- Ability to exercise professional judgment and maintain confidentiality when necessary.
- Ability to read, research, and interpret relevant issues or complex documents and prepare written reports and correspondence.
- Ability to speak and interact effectively with coworkers, City officials and the general public.
- Ability to apply instructions and guidelines in the disposition of problems.
- Oral and written communication skills conducive to maintaining optimum professional relationships, publically representing the City and engaging in public speaking.
- Skill in using computers and related software applications, including but not limited to the effective use of word processing, spreadsheet, email, and Internet browser software.
- Possession of a valid Michigan operator license is required.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; must regularly lift and or move items up to ten pounds, frequently lift items up to 25 pounds, and occasionally lift or move items up to 50 pounds; be able to clearly hear constituents when speaking in person or on the telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Employee must also maintain a professional appearance.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Pontiac
Contract Compliance/Grant Writer I
Department of Finance

FLSA: Executive Exemption

Summary: Monitors and evaluates City contracts to ensure compliance with City ordinances and statutory requirements. Researches grant opportunities and prepares grant proposals for all City functions.

Supervision:

Supervision Received: The Contract/Grant Writer I reports directly to the Finance Director.

Supervision Given: This position has no supervision responsibilities.

Essential Functions:

Contract Compliance:

- Ability to develop and write contract agreements.
- Create documentation to support contract execution.
- Develop tracking reports for contractors and monitor financial milestones
- Conduct periodic self-inspections on local processes and practices to ensure contractor and statutory compliance.
- Review, respond, and process all required paperwork for accuracy, completion, and submission of all City approved contracts.

Grant Administration:

- Research grant opportunities that align with the City of Pontiac's strategic budgetary initiatives and programs.
- Develop and write letters of inquiry, concept notes and grant proposals including budget narrative and justifications.
- Coordinate with program and Finance staff to gather relevant programmatic and financial information needed to draft high quality grant applications and program reports.
- Prepare reports demonstrating the grant impact, successes and challenges for funders as required by grant agreements and contracts.
- Coordinate grant schedules for writing proposals, reports, and other communications to foundations.
- Responsible for ensuring compliance of funded programs.
- Draft agency support letters as required.
- Conduct research on various topics and prepares donor-briefing materials and policy briefs.
- Gather relevant statistics, impact evaluation data and performance indicators.
- Work cooperatively and in collaboration with agency employees from other departments.
- Meet all assigned task deadlines with efficiency and is attentive to details.
- Stays informed of current practice developments within the profession, and uses educational and training opportunities to ensure continual professional competence
- Performs all other duties as required or requested, keeping within the scope of this position.

Recommended Minimal Qualifications:

Bachelor's degree from an accredited college or university in Business or Public Administration or related field and considerable experience in grant and contract administration; or a Bachelor's degree from an accredited college or university in any field and optimal experience in grant and contract administration.

An employee in this classification must possess a valid Michigan Operators license and maintain a good driving record.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

- Excellent time management skills and the ability to handle multiple projects and to meet deadlines.
- Must have ability to gather, analyze and evaluate a variety of data.
- Strong written and verbal communication skills.
- Strong interpersonal skills with proven ability to work effectively individuals at all levels.
- Must have a solid understanding of budgets as they relate to proposals and grants.
- Must be able to work under occasional last minute deadlines.
- Must be flexible, team-oriented and driven to achieve goals.
- Enjoys working in a fast-paced environment with multiple, shifting priorities.
- Demonstrated proficiency using Microsoft Office suite.
- Demonstrated ability to interact positively in a culturally diverse environment.
- Experience in persuasive and proposal writing preferred.
- Demonstrated proficiency using Publisher and advanced Abode preferred.
- Management experience preferred; ability to interact and lead volunteers.
- Skills in database software, internet software, spreadsheet software and word processing software.
- Computer skills that encompass effective use of work processing, spreadsheet, email, and Internet browser software.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 10 pounds. May occasionally be required to lift more than 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job change.

Approved: _____

Date _____

Community Relations Specialist

FLSA: Administrative exemption

Summary: An incumbent in this position is responsible for assisting the Mayor in identifying and understanding the concerns of constituents and assisting constituents in understanding the roles and responsibilities of the various departments of the City of Pontiac and insuring that constituent concerns are directed to the proper department. An incumbent in this position also is a proponent of the City's agenda for community development and serves as the Mayor's liaison to community groups in assisting with the communication and implementation of that agenda.

Supervision

Supervision Received: Works independently under the broad general supervision of the Mayor.

Supervision Given: May supervise non-employee interns, a Customer Service Representative that reports to the Mayor, and individuals engaged in a deconstruction program.

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.
- Operates 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 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.
- When 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.
- When managing a deconstruction program or neighborhood activities, the employee may be subject to environmental and safety conditions that are common to condemned structures.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position:

- Assists Mayor in successfully fulfilling his public obligations by providing support services in the areas of administration, communication, research and public relations.
- The Community Relations Specialist may be asked to attend occasional meetings/functions in the evening on behalf of the City.
- Receives and screens incoming calls and visitors, determines which priority matters are, and alerts the Mayor accordingly. Makes referrals to appropriate executive staff or providing requested information.
- Informs government officials and others of the position of the City on issues.
- Composes letters and memoranda in response to incoming mail or calls. As liaison between the Mayor and subordinates or others, exchanges information; transmits directives, instructions, and assignments; and follows up on status of assignments.

- Advises the City Administrator of constituent concerns that are under the jurisdiction of department heads that report to the City Administrator.
- Researches, compiles, assimilates, and prepares documents and briefs the Mayor regarding contents.
- Reads and screens incoming correspondence and reports, makes preliminary assessment of the importance of materials, and organizes documents, handling some matters personally, and forwarding appropriate materials to the Mayor and staff.
- Updates Mayor on status of issues before scheduled meetings.
- Prepares agendas and collects materials for meetings, speeches, and conferences.
- Attends meetings as the Mayor's representative; reports to the Mayor on proceedings.
- Participates in and coordinates committees or task forces.
- Manages all correspondence with constituents in a timely manner.
- Serves as a liaison or coordinates activities to implement community development projects.
- Meets with constituents, neighborhood groups, legislators and staff, and advocates.
- Coordinates office management activities for the Mayor.
- Recruits and supervises interns, drafting constituent letters, press releases, and letters to other government officials.

Typical Assignments

Administration

- Supervises independent interns and volunteers. Coordinates the intern program to direct the work of interns.
- Develops and manages vacant lot maintenance programs.
- Implements the economic recovery plan.
- Manages the deconstruction program.
- Develops strategies for implementing a community development plan.

Communication

- Manages constituent inquiries and casework.
- Facilitates and coordinates communication between the Mayor, City Council, legislators, state officials, staff, agency personnel, stakeholders and constituents in the development and advancement of legislation.
- Serves as a liaison between the Mayor and constituents.

Research

- Tracks advancement of ordinances through the legislative process. This may entail monitoring of committee hearings, securing committee testimony, and records preparation.
- Identifies and monitors City-specific issues.
- Works with staff to develop materials and prepare briefings for Mayor, and Council.

Public Relations

- Represents the City at legislative and community events.
- Attends meetings of the Arts Commission, Hearing Officer, Board of Appeals, Planning Commission, and Zoning Board of Appeals, neighborhood district meetings, and town halls.
- Works on articles, newsletters, press releases and speeches.
- Works to coordinate town hall meetings and district events.
- Assists in building neighborhood associations.
- Develops and implements a business attraction program.
- Develops and implements a business retention program.
- Coordinates the development of a business directory.
- Supports other activities that promote businesses in Pontiac to areas outside of Pontiac.

Recommended Minimal Qualifications

Education, Training, and Experience: High school diploma; four years of clerical support experience where use of a personal computer to prepare correspondence, reports, charts, etc., or to enter/retrieve/update information is an essential part of the work or comparable experience; valid Michigan operator license required.

Knowledge, Ability, and Skill:

Knowledge:

- Familiarity with legislative, administrative, and judicial systems.
- Familiarity with the organizational structure and operations of the City.
- Some knowledge of training and supervisory techniques.
- Some knowledge of employee policies and procedures.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to speak effectively before a group of persons.
- Ability to research and analyze relevant constituent issues, to track legislation, and prepare briefings and materials.
- Ability to deal with customers who may become verbally combative in a telephone or personal situation.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability to exercise professional judgment and maintain confidentiality when necessary.
- Ability to apply the overall mission of a department to make executive support decisions.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to follow complex instructions.
- Ability to type to meet standards in giving out information and referring callers.
- Ability to use diplomacy, discretion, and judgment in giving out information and referring callers.
- Ability to direct, review, and evaluate the work of other employees or interns, as required.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.
- Ability to climb stairs.
- Ability to nimbly evade hazards in a condemned building.

Skills:

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; must regularly lift and or move items up to ten pounds, frequently lift items up to 25 pounds, and occasionally lift or move items up to 50 pounds; be able to clearly hear constituents when speaking in person or on the telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

#6

**SPECIAL
PRESENTATION**



Executive Branch

CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President Williams and City Council Members

FROM: Sekar Bawa, Treasurer

CC: Honorable Mayor Deirdre Waterman

DATE: December 17, 2020

RE: **Mayoral Recommendations to City Council for a City of Pontiac Covid-19 Relief Package for Direct Assistance to our Pontiac Residents: Filling the Gap of Economic Distress caused by the Pandemic.**

The purpose of this memorandum is to formally recommend a Covid-19 relief package that allows the City of Pontiac to provide direct assistance to Pontiac residents. In an effort to fill the gap of Economic distress caused by the Coronavirus pandemic. We are requesting the approval of a late fee abatement.

As such, the following is presented for your review.

Winter taxes are due without penalty by February 15, 2021. A One-time penalty of 3% is added on 02/16/2021. If the tax payer does not pay their Winter taxes by February 28, 2021, the delinquent winter tax is transferred without the penalty.

Please see the Charter provision given below regarding fee and penalty.

1.400	<u>Due Date</u>
	City property taxes for each fiscal year are due and payable each July 1, and may be paid at any time during July without any collection fee, or additional charge. An additional charge to be specified by ordinance shall be added to all unpaid general City taxes on August 1st and on the first day of each succeeding month during which taxes remain unpaid, until return thereof, together with accrued penalties or charges, is made to the County Treasurer.

DIVISION 6. STATE REGULATIONS

22-761 State housing law adopted.

Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended, known as the state housing law, including all amendments thereto, is adopted by reference and shall be effective in the city in the same manner as if set out fully in this division.

(Code 1985, § 14-156; Ord. No. 2246, § 1, 1-26-12)

22-762 Additions to state housing law.

In addition to the requirements of the state housing law adopted by reference in this division, the following items and standards shall be required:

- (1) Bathrooms. In every dwelling existing prior to August 21, 1959, there shall be provided at least one water closet, lavatory and bathtub or shower for every two dwelling units (apartments). A separate bathroom containing a water closet, lavatory, bathtub or shower shall be provided within every dwelling unit that has a total floor area of 240 square feet or more or is composed of three or more habitable rooms.
 - a. In all rooming houses, boardinghouses or lodging houses, hotels and similarly occupied dwellings, there shall be provided at least one water closet, lavatory and bathtub or shower for every ten occupants or fraction thereof.
 - b. No required bathroom or toilet facilities shall be permitted in the cellar of any dwelling.
- (2) Water and space heating facilities.
 - a. In all dwellings, except owner-occupied single-family dwellings, there shall be provided and properly maintained a water heating facility capable of heating water to a temperature of at least 110 degrees Fahrenheit. All required kitchen sinks, lavatories and bathtubs or showers shall be properly supplied with hot water in accordance with the plumbing code of the state.
 - b. Every dwelling shall have heating facilities that are properly installed, are maintained in a safe and good working condition, and are capable of heating all habitable rooms and bathrooms or water closet compartments to a temperature of at least 70 degrees Fahrenheit when the outdoor temperature is minus ten degrees Fahrenheit.
- (3) Electrical wiring. All dwellings shall be supplied with electricity. All installation of electrical wiring shall be done in accordance with section 22-61 et seq.

(4) Upon registration, the owner shall provide his Social Security or taxpayer identification number, state identification number, and name(s) of tenant(s). If managed or operated by an agent, then the agent shall provide his Social Security or taxpayer identification number, and state identification number. A fee shall be paid upon registration.

(Code 1985, § 14-157; Ord. No. 2246, § 1, 1-26-12)

22-763 Inspection intervals; access to leaseholds.

(a) Inspections for all multiple dwellings and rooming houses regulated by this division shall be conducted at least once every three years, if there has not been a change in ownership during the three-year period. Each dwelling unit shall be inspected.

(b) If the most recent inspection of the premises found no violations of the act and the multiple dwelling or rooming house has not changed ownership during the previous six years, the maximum period between inspections shall be six years.

(c) The owner of a leasehold shall:

1. Provide the Department of Building Safety access to the leasehold if the lease provides the owner a right of entry.
2. Provide access to areas other than a leasehold or areas open to public view, or both.
3. Notify a tenant of the Department of Building Safety's request to inspect a leasehold, make a good faith effort to obtain permission for an inspection, and arrange for the inspection. If a tenant vacates a leasehold after the Department of Building Safety has requested to inspect that leasehold, the owner of the leasehold shall notify the Department of Building Safety of that fact within 10 days after the leasehold is vacated.
4. Provide access to the leasehold if a tenant of that leasehold has made a complaint to the Department of Building Safety.

(Code 1985, § 14-158; Ord. No. 2246, § 1, 1-26-12)

22-764 Certificate of compliance; display, inspection of multiple dwellings; change of occupancy; fees.

(a) The fee for a certificate of compliance for a multiple dwelling as provided for in the state housing law, sections 129, 130 and 131 of Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended, shall be recommended by the Finance Director and Department of Building Safety and established by resolution of the City Council upon adoption of the annual budget and may be amended from time to time by resolution of the City Council and shall be payable at the time application is made. The owner or property manager shall not be liable for an inspection fee if the inspection is not performed and the Department of Building Safety is the direct cause of the failure to perform.

- (b) It shall be required, and the responsibility of the owner, to post and maintain in a conspicuous location, one copy of the certificate of compliance, either temporary or permanent, as they are issued, at the premises for which they have been issued. The enforcing officer of this housing code shall prepare such certificate, and the certificate shall be valid for a period not to exceed three years from date of issuance thereof.
- (c) In addition to the inspection requirements provided for in the state housing law, an inspection shall also be required prior to any change of occupancy of multiple dwelling units after having once been occupied. Units in multiple dwellings or rooming houses should not be occupied or reoccupied after having been vacated unless inspected by the Department of Building Safety, except in cases where a temporary certificate of compliance may be issued. Owners of multiple dwellings shall notify the Department of Building Safety prior to a change in occupancy so that the unit or units may be inspected. The owner or agent of a dwelling unit reoccupied after June 30, 2012, and before the issuance of a certificate of compliance shall be guilty of a municipal civil infraction subject to a fine of five hundred dollars (\$500.00); each day shall be considered a separate offense.
- (d) Upon recommendation of the Finance Director and Department of Building Safety, the city council shall be authorized to establish by resolution a fee schedule for inspections conducted pursuant to this article and Act No. 286 of the Public Acts of Michigan of 1968 (MCL 125.402a, MSA 5.2772(1)), as authorized by section 126 of the Act upon adoption of the annual budget and may amend such fee as may be required by resolution of the city council. The fee shall be payable at the same time as and in addition to the fee for a certificate of compliance.
- (e) No certificate of compliance shall be issued for any property unless all property taxes and water and sewer bills associated with the parcel in question are current and that the owner complies with the provisions of the Pontiac Income Tax Ordinance.
- (f) A tenant may request inspection of a dwelling unit upon payment of the inspection fee.
- (g) Owner or agent shall schedule the inspection at least sixty (60) days before the expiration date of a certificate of compliance, or sooner. Failure to schedule an inspection shall result in the immediate suspension of a certificate of compliance and penalties described in the Code of Ordinances and the assessment of a twenty-five dollar (\$25.00) late fee per unit per month for any inspection that is scheduled late under this ordinance after June 30, 2012. Any request to reschedule an inspection shall result in a rescheduling fee.
- (h) Fees for certificates of compliance, temporary certificates, rescheduling fees, related inspections, appeals, and any other fee required by this division shall be recommended by the Finance Director and the Department of Building Safety and established by resolution of the City Council upon adoption of the annual budget and may be amended by resolution of the City Council from time to time. Fees shall be payable at the time of registration or request for inspection.
- (i) Property owners shall also be responsible for any unpaid fees invoiced within the previous 365 days. After June 30, 2012, any invoice that is paid after its due date shall be assessed a twenty-five dollar (\$25.00) late fee per rental unit per month until paid.

(j) There shall be no refunds for any fees paid unless the service is not provided because of the fault of the Department of Building Safety.

~~(k) Effective January 1, 2013, the Department of Building Safety may charge one information verification fee during a calendar year to verify information obtained during the registry of owners and premises, including names of tenants, obtained in a previous calendar year. If such verification fee is assessed, the City Council shall by December 1 of the prior calendar year, upon the recommendation of the Finance Director and the Department of Building Safety, establish the fee. The fee shall be in effect for the entire calendar year and shall expire on the last day of the calendar year. Any unpaid verification fee shall be assessed a one time twenty five dollar (\$25.00) late fee after its due date.~~

~~(l) Any certificate of compliance issued by the Department of Building Safety after September 1, 2011, with an expiration date less than one year from the date of issuance shall be deemed to expire three years after the date of issuance. The Department of Building Safety shall correct all records to reflect this change.~~

(Code 1985, § 14-159; Ord. No. 2246, § 1, 1-26-12; Ord. 2256, § 1, 4-17-12)

(l) If the property owner is located more than a thirty (30) miles radius from city hall, a local property management company shall be contracted to provide required services designated by the owner as responsible for operating and maintaining the premises, any notice so issued shall be deemed to have been issued upon the owner or owners of record. The property management company shall have an emergency 24 hour contact number listed with the Department of Building Safety.

(m) Requirement to keep information current.

If at any time the information contained in the affidavit is no longer valid, the property owner, possessory lender, or lender shall file a new affidavit to update a registered owner's current information within ten (10) days, there shall be no fee assessed. Failure to keep the information current is subject to, the property owner, possessory lender, or lender to register the property as a new registration and pay associated fee. The property owner, possessory lender, or lender shall face additional penalties as outlined in Section 22-925.

(n) Insurance shall be maintained on all properties registered as a rental, insurance company, contact name and telephone number shall be provided annually.

22-765 Escrow account.

A bank account shall be established by the city treasurer, with the assistance of the finance director, to serve as escrow account for any rents payable to the city under the provisions of section 130 of Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401, MSA 5.2771), as amended.

(Code 1985, § 14-160; Ord. No. 2246, § 1, 1-26-12)

22-766 Hearing officer.

The mayor shall appoint a hearing officer as provided in section 140 of Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended, and the hearing officer shall serve at the pleasure of the mayor. The hearing officer shall be a person who has expertise in housing matters including, but not limited to, an engineer, architect, building contractor, building inspector, or member of a community housing agency. An employee of the City shall not be appointed as hearing officer. The hearing officer shall perform the functions and duties in regard to dangerous buildings set forth in sections 137 through 143 of Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended.

(Code 1985, § 14-161; Ord. No. 2246, § 1, 1-26-12)

22-767 Enforcement provisions.

The enforcing officer for Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended, shall be the Building Code Official or his designee. The enforcing agency for the act shall be the Department of Building Safety and all employees and such other persons or companies under contract with the City of Pontiac to perform such services.

(Code 1985, § 14-162; Ord. No. 2246, § 1, 1-26-12)

22-768 Violations.

Any violation of the provisions of Act No. 167 of the Public Acts of Michigan of 1917 (MCL 125.401 et seq., MSA 5.2771 et seq.), as amended, being sections 1 to 119 inclusive, shall constitute a violation of this article. The enforcing officer may request the assistance of the law department to bring criminal proceedings for such violations, or may request the assistance of the law department to bring civil actions to require compliance with this article.

(Code 1985, § 14-163; Ord. No. 2246, § 1, 1-26-12)

22-769 Conflict with city ordinance.

All ordinances or parts of ordinances in conflict with this division are repealed. The provisions of this division and the remedies adopted are intended to be supplementary to, and not to repeal or replace, the other provisions of this article. All of the provisions of this article and remedies provided in this article shall remain in effect.

(Code 1985, § 14-164; Ord. No. 2246, § 1, 1-26-12)

22-770—22-800 Reserved.

DIVISION 7. INSPECTIONS OF ONE- AND TWO-FAMILY DWELLINGS

22-801 Registry of owners and premises.

- (a) A registry of owners and premises shall be maintained by the Department of Building Safety.
- (b) The owners of one- and two-family dwellings which are occupied by persons other than the owner, which may be evidenced by the homestead declaration on the property being less than 100 percent and a dwelling unit not occupied by the titled owner of the property, or a one- or two-family dwelling for which an owner is offering to others for purposes of occupancy through rental or lease agreements, or by other mutually acceptable agreements leading to occupancy including land contracts, shall register their names, places of residence or usual places of business, Social Security or taxpayer identification number, state identification number, name(s) of the tenant(s), and the location of the premises regulated by this division with the Department of Building Safety. If the premises are managed or operated by an agent, the agent's name, place of business, Social Security or taxpayer identification number, and state identification number shall also be provided. The owners shall register by June 30, 2012, after the enactment of this division, without additional penalty. Within 60 days after change of ownership or change of agent, where the owner transfers property from personal ownership into an LLC or other business entity or from one business entity to another would be exempt so long as it's the same owner of any or all of the previous, the new owner or agent shall reregister with the Department of Building Safety in the same manner as previously set forth. The Department of Building Safety may require information in addition to the information required by this division for purposes of registration. A fee shall be paid upon registration. Such registration shall be valid until changed. Late registration fees paid after their due date shall be assessed a \$25.00 late fee per rental unit per month until paid.
- (c) *If the property owner, possessory lender, or lender is located more than thirty (30) miles away, a local property management company shall be contracted to provide required services. The property management company shall have an emergency 24-hour contact information listed with the Department of Building Safety including but not limited to Name, address, emergency contact number.*

(d) Requirement to keep information current.

If at any time the information contained in the affidavit is no longer valid, the property owner, possessory lender, or lender shall file a new affidavit to update a registered owner's current information within ten (10) days, there shall be no fee assessed. Failure to keep the information current is subject to, the property owner, possessory lender, or lender to register the property as a new registration and pay associated fees. The property owner, possessory lender, or lender shall face additional penalties as outlined in Section 22-925.

(e) Insurance shall be maintained on all properties registered as a rental, insurance company, contact name and telephone number shall be provided.

(f) A property that has a land contract recorded with the Oakland County Register of Deeds that names the occupant of the dwelling unit shall be exempt from the requirements of this division.

(Code 1985, § 14-165; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17)

22-802 Fees.

(a) Fees for registration, certificates of compliance, temporary certificates, rescheduling fees, related inspections, appeals, and any other fee required by this division shall be recommended by the Finance Director and the Department of Building Safety and established by resolution of the City Council upon adoption of the annual budget and may be amended by resolution of the City Council from time to time. Fees shall be payable at time of registration or request for inspection.

(b) Owners of one- and two-family dwellings which are occupied by a family member of the owner shall not be charged any of the fees enumerated in subsection (a) of this section, except that all owners shall be responsible for paying the inspection fees. For the purposes of this subsection, a family member is any individual related by blood or marriage, which relationship is of a permanent and distinct domestic character and shall be limited to mother, father, grandparent, mother-in-law, father-in-law, brother, sister, son, daughter, son-in-law, daughter-in-law, or any other adoptive dependent. Evidence of relationship may be proven at the time of registration by birth certificate, marriage certificate, record of adoption, tax returns showing dependent status, or any other documents that may be required by the Department of Building Safety.

(c) Property owners shall also be responsible for any unpaid fees invoiced within the previous 365 days. After June 30, 2012, any invoice that is paid after its due date shall be assessed a \$25.00 late fee per rental unit per month until paid.

(d) There shall be no refunds for any fees paid unless the service is not provided because of the fault of the Department of Building Safety.

~~(e) Effective January 1, 2013, the Department of Building Safety may charge one information verification fee during a calendar year to verify information obtained during the registry of owners and premises, including names of tenants, obtained in a previous calendar year. If such verification fee is assessed, the City Council shall by December 1 of the prior calendar year, upon the recommendation of the Finance Director and the Department of Building Safety, establish the fee. The fee shall be in effect for the entire calendar year and shall expire on the last day of the calendar year. Any unpaid verification fee shall be assessed a one-time, \$25.00 late fee after its due date.~~

(Code 1985, § 14-166; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17)

22-803 Inspections required.

(a) The Department of Building Safety shall cause periodic inspections to be made of dwellings regulated by this division. In no event shall the period between the inspections exceed three years, except that the period shall be five years for owners of property who qualify for the fee waiver in section 22-802(b). ~~This section does not limit the requirement in subsection (b) of this section to have the property reinspected upon change in occupancy.~~

~~(b) In addition to the periodic inspections required by subsection (a) of this section, inspections shall also be required prior to any change in occupancy of a dwelling unit after having once been occupied. It shall be the duty of the owner or agent of such dwelling units to notify the Department of Building Safety prior to the reoccupancy of a vacated one or two family dwelling unit. No dwellings subject to this division may be reoccupied until inspected pursuant to this section, except as provided in section 22-806~~

(b). The owner or agent of a dwelling unit reoccupied after June 30, 2012, and before the issuance of a certificate of compliance shall be guilty of a municipal civil infraction subject to a fine of \$500.00; each day shall be considered a separate offense.

(c) Inspections shall be conducted in a manner calculated to secure compliance with applicable City ordinances and regulations appropriate to the needs of the community.

(d) An inspector or team of inspectors may request permission to enter all premises regulated by this division at reasonable hours to undertake an inspection. Upon an emergency, an inspector or team of inspectors shall have the right to enter at any time.

(e) Owner or the agent shall schedule the inspection at least 60 days before the expiration date of a certificate of compliance, or sooner. Failure to schedule an inspection shall result in the immediate suspension of a certificate of compliance and penalties as described in section 22-807(f) and the assessment of a \$25.00 late fee per unit per month for any inspection that is scheduled late under this division after June 30, 2012. No inspection shall be made unless the appropriate fee has been paid. Any request to reschedule an inspection shall result in a rescheduling fee.

(f) A tenant may request inspection of the dwelling unit upon payment of the inspection fee.

(Code 1985, § 14-167; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17)

22-804 Inspection warrants.

(a) In a nonemergency situation where admission to premises to be inspected under the provisions of this division is refused by the occupant or person in charge thereof, the Department of Building Safety shall apply to a court of competent jurisdiction for a warrant to inspect the premises. The warrant shall state the address of the building to be inspected, the nature of the inspection, and the reasons for the inspection. It shall be appropriate and sufficient to set forth the basis for inspection established in this division, or as set forth in other applicable law. The warrant shall also state that it is issued pursuant to this division, and the purpose for which it is issued.

(b) In the event of an emergency, no inspection warrant shall be required.

(Code 1985, § 14-168; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2345, 6-15-17)

22-805 Inspection policy and recordkeeping.

(a) It is the policy of the City that the inspection procedures set forth in this division are established in the public interest to secure the health and safety of the occupants of dwellings and of the general public.

(b) The current edition of the International Property Maintenance Code along with any subsequent amendments or supplements with technical amendments approved and recommended by the International Code Council is hereby adopted by reference to establish the minimum conditions of the dwelling unit and the maintenance of the structure in general.

(c) The Department of Building Safety shall keep records of all inspections and matters related to the procedures set forth in this division in accordance with the record retention schedule adopted by the City Council.

(Code 1985, § 14-169; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2345, 6-15-17)

22-806 Certificate of compliance.

(a) An owner or agent shall apply for a certificate of compliance. Inspection and issuance of certificates shall be in accordance with the requirements of this division and with rules and procedures established by the Building Code Official.

(b) An application for a certificate of compliance shall be made when the owner enrolls in the registry of owners and premises. If the owner fails to register within the time required, any occupant of unregistered or uncertified premises may make application.

(c) Single- and two-family dwellings regulated by this division shall not be occupied unless a certificate of compliance has been issued by the Department of Building Safety. The certificates shall be issued only upon prior inspection of the premises, except as provided in subsection (h) of this section. The certificate shall be issued within 15 days if the dwelling is entitled thereto at the date of inspection.

(d) Inspections shall be made prior to first occupancy of single- and two-family dwellings regulated by this division when the construction or alteration is completed.

(e) Upon finding that there is no condition that would constitute a hazard to the health and safety of the occupants, and the premises are otherwise fit for occupancy, the certificate of compliance shall be issued. If the finding is of a condition that would constitute a hazard to health or safety, no certificate shall be issued, and an order to comply with this division shall be issued immediately and served upon the owner in accordance with section 22-807. On reinspection and proof of compliance, the order shall be rescinded and a certificate issued.

- (f) When a certificate of compliance is withheld pending compliance, no premises that have not been occupied for dwelling purposes shall be so occupied, and those premises that have been or are occupied may be ordered vacated until reinspection and proof of compliance have been established by the Department of Building Safety.
- (g) A certificate of compliance shall be issued on condition that the premises remain in safe, healthful, and fit condition for occupancy. If upon reinspection the Department of Building Safety determines that conditions exist that constitute a hazard to health or safety, the certificate may be immediately suspended and a notice shall be served upon the owner to comply with this division.
- (h) The Department of Building Safety may authorize the issuance of a temporary certificate without inspection for those premises in which there are no violations of record, and shall issue such temporary certificates upon application in cases where inspections are not made within a reasonable time. Temporary certificates may also be issued for premises with violations of record when the owner can show proof of having undertaken to correct such conditions.
- (i) A violation of this division shall not prevent the issuance of a certificate of compliance, but the Department of Building Safety shall not issue a certificate when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises.
- (j) It shall be required, and the responsibility of the owner, to maintain and post on the inside of the main entrance to the dwelling unit one copy of the certificate of compliance, either temporary or permanent, as such certificates are issued, at the premises for which they have been issued.
- (k) No certificate of compliance shall be issued for any property unless all property taxes and water and sewer bills associated with the parcel in question are current and that the owner is in compliance with the provisions of the Pontiac Income Tax Ordinance.
- ~~(l) Any certificate of compliance issued by the Department of Building Safety after September 1, 2011, with an expiration date less than one year from the date of issuance, shall be deemed to expire three years after the date of issuance. The Department of Building Safety shall correct all records to reflect this change.~~

(Code 1985, § 14-170; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17)

22-807 Violations.

- (a) If, upon inspection, the premises or any part thereof are found to be in violation of any provision of any code or ordinance of the city, the violation shall be recorded by the Department of Building Safety in the applicable owner and premises files.
- (b) The owner, and at the discretion of the Department of Building Safety, the occupants, shall be notified in writing of the existence of the violation. The notice shall state the date of the inspection, the name of the inspector, the specific details of the violation, and the time within which the correction shall be completed.

- (c) A violation that is determined by the inspector to constitute a hazard to the health or safety of the occupants, under circumstances where the premises cannot be vacated, shall be ordered corrected within the shortest reasonable time. All other violations shall be corrected within a reasonable time as determined by the Department of Building Safety.
- (d) The Department of Building Safety shall reinspect after a reasonable time for ascertaining whether the violations have been corrected. There shall be an additional fee charged and paid before each reinspection.
- (e) The Department of Building Safety shall attempt to ascertain those circumstances where the occupant or occupants shall be responsible for the correction of violations. In instances where disputes arise as to responsibility for violations and corrections, the owner of the premises shall be held to be responsible for corrective action, unless the owner establishes that the occupant or occupants are responsible.
- (f) Violation of any provisions of this division shall be deemed a municipal civil infraction, punishable by a fine of not less than \$100.00, or more than \$500.00; plus any costs, damages, expenses, and other sanctions. This division is further subject to the repeat offender provision of this Code. This provision states that increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this division. As used in this division, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement of provision (1) committed by a person and (2) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:
- (1) The fine for any offense, which is a first repeat offense, shall be no less than \$300.00, plus costs.
 - (2) The fine for any offense, which is a second repeat offense or any subsequent repeat offense, shall be \$500.00, plus costs.
- (g) If any owner who receives a fee waiver pursuant to section 22-802(b) is found to have presented false or fraudulent information in order to obtain the fee waiver, or if the occupant of the dwelling is found not to be a family member of the owner, as defined in section 22-802(b), the owner of the property shall be guilty of a civil infraction, punishable by a fine of not less than \$500.00. Any property owner found to have violated this section shall not be eligible for any fee waiver at any property owned within the City.

Further, each day on which any violation of this division continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, the City may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this division.

(Code 1985, § 14-171; Ord. No. 2086, § 1, 10-22-98; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2345, 6-15-17)

22-807.1 Appeals.

(a) If, upon inspection, the premises or any part thereof is found to be in violation of any provision of the International Property Maintenance Code and the Department of Building Safety has declined to issue a certificate of compliance, the property owner has the right to appeal the decision of the Department of Building Safety to the Board of Appeals established by the City under the Housing Law of Michigan upon petition and payment of the appeal fee.

(b) An owner aggrieved by a final decision or order of the Board of Appeals may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days of the date of the decision.

(Ord. No. 2247, § 1, 1-26-12; Ord. No. 2345, 6-15-17)

DIVISION 8. BOARD OF APPEALS

22-808 Created; purpose.

There is hereby created a board of appeals to hear appeals and to hear all of the cases and carry out all of the duties of the city council described in section 141(3) and (4) of the Housing Law of Michigan, Act 167 of 1917.

(Ord. No. 2239, § 1, 1-13-12)

22-809 Composition; qualifications.

The board of appeals shall be appointed by the city council and shall consist of the following members:

- a. A building contractor.
- b. A registered architect or engineer.
- c. Two members of the general public.
- d. An individual registered as a building official, plan reviewer, or inspector under the building officials and inspectors registration act, Act No. 54 of the Public Acts of 1986, being sections 338.2301 to 338.2313 of the Michigan Compiled Laws. The individual may be an employee of the city.

(Ord. No. 2239, § 1, 1-13-12)

22-810 Terms.

Board of appeals members shall be appointed for 3 years, except that of the members first appointed, two members shall serve for 1 year, two members shall serve for 2 years, and one member shall serve for 3 years. A vacancy created other than by expiration of a term shall be filled for the balance of the unexpired term in the same manner as the original appointment. A member may be appointed for additional terms.

(Ord. No. 2239, § 1, 1-13-12)

22-811 Officers.

The board of appeals shall elect a chairperson, vice-chairperson, and other officers that the board considers necessary.

(Ord. No. 2239, § 1, 1-13-12)

22-812 Quorum.

A majority of the board of appeals members appointed and serving constitutes a quorum. Final action of the board of appeals shall be only by affirmative vote of a majority of the board members appointed and serving.

(Ord. No. 2239, § 1, 1-13-12)

22-813 Compensation.

The city council shall fix the amount of any per diem compensation provided to the members of the board of appeals. Expenses of the board of appeals incurred in the performance of official duties may be reimbursed as provided by law for employees of the city.

(Ord. No. 2239, § 1, 1-13-12)

22-814 Open meetings.

A meeting of the board of appeals shall be held pursuant to the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(Ord. No. 2239, § 1, 1-13-12)

22-815 Records to be public.

A writing prepared, owned, used, in the possession of, or retained by the board of appeals in the performance of an official function shall be made available to the public pursuant to the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

(Ord. No. 2239, § 1, 1-13-12)

22-816 Appeal to Circuit Court.

An owner aggrieved by a final decision or order of the board of appeals may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days of the date of the decision.

(Ord. No. 2239, § 1, 1-13-12)

22-817 Application; fees.

Any person shall have the right to appeal a decision of the hearing officer to the board of appeals. The application shall be filed on a form obtained from building official. No application shall be processed until the required application fee is paid. Such application fee shall be set by city council resolution upon adoption of the annual budget. ~~or by Order of the Emergency Manager.~~

(Ord. No. 2239, § 1, 1-13-12)

22-818, 22-819 Reserved.

DIVISION 9. PRE-SALE HOUSING INSPECTION

22-820 Pre-sale housing inspection required in neighborhood enterprise zone.

Before a structure containing a dwelling unit in an established neighborhood enterprise zone shall be sold, the owner of said structure shall pay the appropriate inspection fees established from time to time by resolution of the City Council and apply for, obtain, and pass a property maintenance inspection. Such inspection shall follow the same standards as used by the City in the inspection of a rental dwelling. Upon passage of the inspection, the Director of Community Development or his designee shall issue the appropriate certificate of compliance. Any owner aggrieved by the results of such inspection may, upon paying the appropriate fee established from time to time by resolution of the City Council, request a hearing before the Board of Appeals, the decision of which shall be final.

Fee Schedule

- 1) If we bill only once every three years, can we just send one invoice with the balance due instead of one for every unit?
- 2) Tenant complaints should we reduce the fee to \$50.00 instead of \$75.00, maintaining the requirements to provide the lease DL # ?

Hill leaders eye new round of stimulus checks as part of \$900 billion Covid relief deal

By Manu Raju and Clare Foran, CNN

Updated 8:31 PM ET, Wed December 16, 2020

Washington (CNN) — Congressional leaders, after months of a bitter stalemate and as millions of Americans have been eager for relief, are finally indicating they're nearing a deal on a new rescue package that could pass both chambers within days.

The price tag for a stimulus deal could be close to \$900 billion, a source familiar tells CNN, though many key details remained unknown throughout the day Wednesday.

The deal is expected to include a new round of stimulus checks at \$600 per individual, but no money for state and local aid, a priority Democrats had pushed for, and no lawsuit protections, which Republicans wanted.

The measure is also expected to include an additional \$300 a week in jobless benefits as well as up to \$330 billion for small business loans and money for vaccine distribution.

But there are still provisions drawing pushback, including a Democratic push to include \$90 billion in aid to states that would be administered by the Federal Emergency Management Agency.

Senate Majority Whip John Thune told CNN that if that's "simply a way of disguising money for state and local governments, it will have a lot of opposition." He said it depends on how it's structured.

Even as talks are moving in a positive direction towards a deal, congressional leaders traded offers and went back-and-forth earlier Wednesday as they try to finalize a proposal and jam it through Congress in days, several sources told CNN.

That means it's still highly uncertain when Congress will vote -- and whether they will be able to tie the roughly \$900 billion relief plan to a massive \$1.4 trillion spending bill that Congress is trying to pass by the time the government runs out of money Friday night. Whether Congress will have to pass another stop-gap measure to keep agencies afloat remains to be seen.

On a conference call Wednesday, Senate Majority Leader Mitch McConnell suggested that votes on final passage could slip into the weekend, and he prepared his members to be ready for that possibility.

If that happens, it's possible there could be a temporary government shutdown until final passage since government funding runs out Friday night, and they are planning on tying the Covid relief package to the funding bill. Congress may have to pass a short-term stop-gap measure to prevent that from happening.

The stimulus proposal in the works amounts to about twice the amount that Senate Republicans have been proposing, but it is a fraction of what House Speaker Nancy Pelosi had been demanding for months. Before the election, Pelosi had held out for a deal worth \$2.2 trillion, but now she is willing to back a much smaller proposal, arguing that they will have another opportunity to push for more aid when Joe Biden assumes the presidency.

Congressional leaders weigh in

McConnell said in a floor speech Wednesday morning that Hill leaders have "made major headway toward hammering out a targeted pandemic relief package that would be able to pass both chambers with bipartisan majorities," and said, "we agreed we will not leave town until we've made law."

payments for individuals and families have become a major issue in the race.

"Kelly and David are getting hammered" on the issue, he said, according to a source who heard his remarks, a reference to incumbent GOP Sens. Kelly Loeffler and David Perdue, who are both facing off against Democratic challengers.

On a conference call with House Democrats this morning, Pelosi signaled that the deal isn't final yet but offered the general outlines of the proposal. There wasn't a lot of pushback on the call, and sources described the atmosphere on the call as positive.

Pelosi blamed GOP insistence on lawsuit protections for businesses and others as a reason why state and local aid was not included in the proposal. She did point to other areas of the emerging proposal -- school funding, vaccine distribution and transportation projects -- where states and localities would get money. She contended that Democrats will push again for state and local aid when Joe Biden assumes the presidency.

Rather than giving direct aid to states, Hill leaders are looking at a \$90 billion fund that would be administered by FEMA for aid to states and cities, senators say.

"Does it affect our vote count? Probably," Thune cautioned.

Thune also said "some of our folks won't like" \$300 in weekly jobless benefits, but others will -- and noted that "personal checks create concerns among some GOP members."

Thune also said they appear to have upped the small business loans to \$330 billion in this package, which Republicans support.

Once details are formally unveiled, Hill leaders will have to sell the plan to their caucuses and try to ram it through Congress quickly -- all with the threat of a shutdown looming at the end of the week.

It won't be an easy task. But top Democrats and Republicans expressed confidence Tuesday evening after the big four leaders met for the first time in months, emerging to say that a deal is finally in sight. But they refused to share any details.

How the legislative process could play out

Once it is finalized, leadership from both parties will have to brief the rank-and-file to sell them on the agreement and then move as quickly as possible to hold a vote in both chambers.

Negotiators are up against the clock ahead of a Friday at midnight deadline when government funding expires, and barring any major last-minute snags, lawmakers could be on track for a vote in the House on Thursday followed by a vote in the Senate on Friday. They would need unanimous consent from all 100 senators to schedule a vote, meaning if any senator objects, there could be at least a temporary government shutdown over the weekend.

Negotiators still need to introduce a \$1.4 trillion government funding package. Following that release, the House Rules Committee meets to tee up a House vote, and when that happens, an amendment is expected to be offered to tack on the Covid relief deal before sending the full package to the floor.

Once a vote takes place in the House, there will be little time left on the calendar before a potential shutdown is triggered.

With such a narrow margin for error, get ready for rank-and-file members to attempt to exert influence on the process in an effort to win concessions.

could be forced to revert to a short-term funding patch instead, though lawmakers in both parties have made clear they don't want that to happen.

It's not yet clear how much buy-in a deal will get from the rank-and-file on both sides of the aisle, but there will likely be GOP concerns about the price tag.

Sen. Ron Johnson, a Republican of Wisconsin, said "probably" when asked if it was too much money.

GOP Sen. Rand Paul, however, signaled Wednesday that he won't stand in the way of a quick Senate vote.

"We probably won't object to the time limitations on it," the Kentucky Republican told reporters.

While the emerging proposal is expected to include a new round of stimulus checks, the expected amount is not as much as what's being pushed by House progressives, Sen. Bernie Sanders and at least one Republican, Sen. Josh Hawley of Missouri.

Sanders, who has been demanding \$1,200 in checks, praised the emerging proposal for including stimulus checks even though it's expected to be in the range of \$600-\$700 range for individuals. He said he would keep demanding more, but he wouldn't say if he would object or slow down the deal to prevent it from passing by Friday.

"Two weeks ago ... there was virtually no discussion about direct payments," Sanders said. "So I'm proud of the progress that we've made ... I'm gonna continue to fight for more. Because people are in trouble right now and they need help, but it's a good start."

This story has been updated with additional developments Wednesday.

CNN's Suzanne Malveaux, Daniella Diaz and Ted Barrett contributed to this report.



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THE UNITED STATES
CONFERENCE OF MAYORS

December 16, 2020

United States Congress

The undersigned organizations representing local governments and our elected leaders appreciate the significant efforts of Congress to attach a bipartisan emergency relief package related to COVID-19 to the FY2021 appropriations legislation. **Our top policy priority remains local budget relief for cities and counties to partially offset revenue losses and unbudgeted emergency expenditures that local governments have made and continue to make for the health and safety of our communities.**

Apart from that priority, the undersigned organizations urge you to include the following technical changes in the final COVID-19 emergency aid package:

1. **Adjust FEMA cost-share upwards**

To help local governments offset the costs associated with the current national emergency response to this ongoing pandemic, Congress should include key provisions within H.R. 8266, the FEMA Assistance Relief Act of 2020, including adjusting the FEMA cost-share for all COVID-19 related Emergency and Major Disaster declarations to 100 percent. Additionally, Congress should include provisions within H.R. 8266 that would adjust the FEMA cost-share for all emergencies and major disaster declared in 2020 to not less than 90 percent federal and 10 percent non-federal, as well as a vital provision that would clarify that FEMA – under COVID-19 declarations – should continue to reimburse for certain expenses including personal protective equipment (PPE) for public schools, public transit, public utilities, courthouses and other government buildings and services.

2. **Enhanced Flexibility for Coronavirus Relief Funds (CRF)**

States and localities need more flexibility to use already appropriated CRF funding than is provided by the CARES Act. Amending CARES Act language to enhance flexibility for CRF by making “replacement of lost revenue” an eligible expenditure would meaningfully aid state, county, and municipal governments. We recommend CARES Act language be revised to read: *Title VI, Sec 601 (d):(1) are necessary expenditures or lost revenue incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19).*

3. **Deadline Extension for Coronavirus Relief Funds (CRF)**

States and localities are facing an imminent deadline to spend down all Coronavirus Relief Funds or return the balance to the U.S. Treasury. Early regulatory uncertainty created a challenging environment for state and local governments to confidently make eligible expenditures or payments

to smaller jurisdictions. We recommend the spending deadline for CARES Act Coronavirus Relief Funds be extended to December 31, 2021 to allow local governments to continue to wisely invest in their communities by supporting small businesses and protecting vulnerable residents.

Sincerely,



Clarence E. Anthony
CEO and Executive Director
National League of Cities



Tom Cochran
CEO Executive Director
The United States Conference of Mayors



Matt Chase
CEO and Executive Director
National Association of Counties

#7

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

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

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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.**

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
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 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.

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: _____

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 \$80,000. If the seventy-two percent (72%) calculation of Collected Fees is less than \$80,000, 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 \$369,000 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)~~

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~~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~~

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 \$560,000 (\$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 15th 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 30th 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 7.1 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 1st day of March, 2011 at 12:01 a.m., (the "Effective Date") and shall terminate at 11:59 p.m. on the 30th 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 30th 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 10/22/15)~~ 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 6th 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 48228

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, 10th floor
Troy, MI 48064-5280~~

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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.

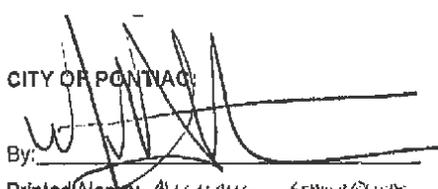
CONTRACTOR:

WADE TRIM, INC.

Printed Name: *Nicholas P. Lomako*

Title/ Position: Senior Vice President

CITY OF PONTIAC:

By: 

Printed Name: *MICHAEL SAMPSON*

Title/Position: *Executive Director*

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 30th for the City's

preceding fiscal year of July 1st to June 30th

- 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.
- 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.
- 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.
 - Contractor will provide code enforcement services from 8 am until 8 pm, Monday-Friday from ~~May 1 September 20, 2016~~.
 - Contractor will provide code enforcement for up to a half-day on Saturdays with hours to be varied by season.
 - City of Pontiac shall be responsible for providing building access after-hours and on weekends. Contractor shall not be responsible for securing City Hall.
- 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.
- 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.
- Contractor shall be responsible for all code enforcement inspections, tracking, reporting, correspondence, citations and court appearances.
 - Included in Code Enforcement is supplemental support for rental and vacant property registration,
 - 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).
- Contractor shall update the Loveland Blight database in conjunction with all code enforcement inspections.
 - Contractor shall develop a property survey that will be used by all code enforcement officers when they investigate any blight-related complaint.
 - Contractor shall enter data and upload building photo(s) into the Loveland system.
 - Contractor shall advise the city on how to best utilize and communicate data in the Loveland Blight database.
- Contractor shall be responsible for writing tickets for violations of city ordinances.
- Contractor responsible for assigning staff to appear before District Court and/or Pontiac Blight Court.
- Contractor shall be responsible for tracking compliance with tickets and orders from the Pontiac Blight Court.

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- 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

Technical Services (Act 54)	Housing, Licensing & Code Enforcement
<p>(The text in this column is extremely faint and largely illegible due to low contrast and scan quality. It appears to contain a list of technical services related to building and safety engineering.)</p>	<ul style="list-style-type: none">• Upon customer request, schedule and perform rental housing inspections; document findings and provide results of inspections to property owners in a timely manner;• 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;• Investigation, identification and enforcement of illegal activities, including working without required permits;• 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;• Upon request, assist the City with identification of scow laws, and with enforcement activities, including court appearances, regarding non-compliant work;• Issue Certificates of Compliance, where appropriate; correspond with property owners to advise of expiration of certificates and schedule renewal inspections;• Maintain written and electronic files containing inspection reports and other evidence of work performed or inspected;• Develop and maintain an accurate and timely database of services performed and documents issued for each property serviced; provide City with access to same;• Provide web-based scheduling, application and status checking capabilities;• Assist customers by phone, internet and in person to understand requirements and project status; provide informational documentation for customer use;• Participate in meetings with the public, other City agencies and local officials, other jurisdictions; State or Federal representatives;• When requested, provide input in development of annual performance objectives, fee schedules, circumstances, budgets, policies and priorities for the City's International Property Maintenance Code enforcement, licensing and court appearances;• Registration and renewals of rental properties;• Investigation, identification, enforcement of unlicensed rental properties;• Business licensing function (including liquor licensing) - issuance, enforcement, renewals;• Registration and renewals of reciprocal trade licenses (electrical, refrigeration/heating, plumbing, builders);• Investigation, identification, enforcement of unlicensed businesses and zoning violations;• Investigation or survey, identification, enforcement or administrative action regarding vacant properties ("dangerous buildings" or "substandard"), including possible condemnation of same;• Coordination of all court-related enforcement activities;

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 Demofillon 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	\$ 80.00 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 30th 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.

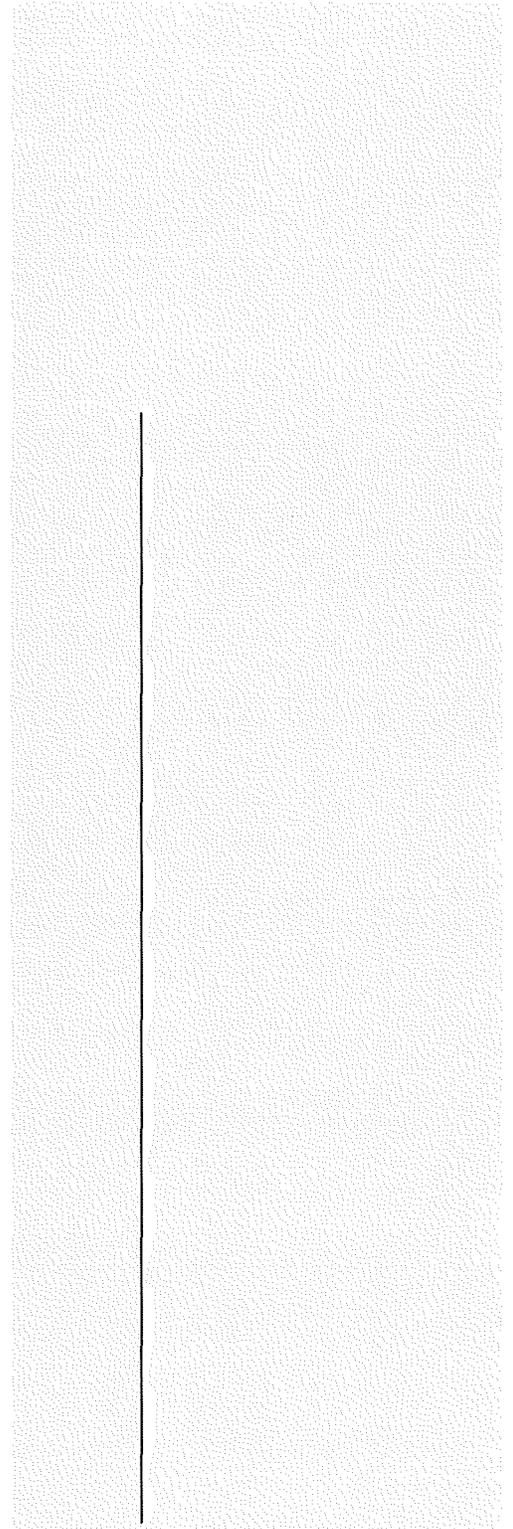
City Standard Desktop Software including MS Office

Maintenance and support of all hardware and software

Use and maintenance of printers, not including consumables

Regular replacement of equipment

EXHIBIT J
CONTRACTOR EQUIPMENT



#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams and City Council

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman

DATE: December 17, 2020

RE: Resolution to approve the renewal of the Agreement with Wade-Trim for City's Building Services. This Agreement would be for a one-year period beginning January 1, 2021 and ending on December 31, 2021. There is a mutual option to extend the agreement on a month-to-month basis beginning January 1, 2022.

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, 2021 extend Building and Safety Services through December 31, 2021 with an option to extend on a month-to-month basis further until December 31, 2022 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.

If the mutual option is exercised, then for the period commencing January 1, 2022 and continuing on a month-to-month basis up until December 31, 2022, a monthly payment from the City in the amount of \$146,670.

**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 17, 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 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, 2021 extend Building and Safety Services through December 31, 2021 with an option to extend further on a month-to-month basis until December 31, 2022 by mutual agreement.

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If the mutual option is exercised, then for the period commencing January 1, 2022 and continuing on a month-to-month basis up until December 31, 2022, a monthly payment from the City in the amount of \$146,670.

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: _____

#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 16, 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 Noon. 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. All public comments must be received no later than 11:30AM on January 19, 2021. The Interim City Clerk will read your comments during the PUBLIC HEARING section of the meeting and is 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 Noon. This meeting will be held electronically as allowed by the amended Open Meetings Act.