

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President
William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

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."

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

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

36th Session of the 11th Council
June 21, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. May 31, 2022 Special Meeting on the Budget Meeting Minutes
- B. June 1, 2022 Special Meeting on the Budget Meeting Minutes
- C. June 7, 2022 City Council Meeting Minutes
- D. June 9, 2022 Special Meeting on the Budget Meeting Minutes
- E. June 14, 2022 City Council Meeting Minutes

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

Finance

1. Resolution to Approve the Renewal of the City of Pontiac's Assessing Services Contract with Oakland County

Grants

2. Resolution to Approve a Proposed Budget Amendment for Fiscal Year 2021-22 to Receive Revenues in the amount of \$120,000 to the General Fund GL Account 101-000-528.000-Federal Grants Other and Appropriate a Total of \$120,000 to General Fund GL Account 101-751-818.000-Other Professional Services (This is accept a \$120,000 grant from Oakland County to support the Clinton River Trail Safety and Maintenance Improvement Project.) *(Discussion Only)*

Ordinance

Finance

3. Adoption of an Emergency Ordinance City of Pontiac 2022-2023 General Appropriations Act Ordinance and Fee Schedule

Communications

City Council

4. 2022 City of Pontiac Pride and Beautification Award Nominations are now Available at Pontiac City Hall in Council Offices, or on City Website at the Council Webpage
5. Road Commission of Oakland County Construction on Orchard Lake Road Between Old Telegraph Road and Middlebelt Road Begins June 20, 2022, Anticipated Through September
6. State Senator Rosemary Bayer Coffee and Conversation, June 24, 2022 at 1:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341
7. Strand Theatre Marquee Concert, with Thornetta Davis and Tino G Up In The Mix (4:00pm to 9:00pm), and Pontiac Makers Market Vendors Expo (3:00pm to 8:00pm), June 25, 2022 held at the Flagstar Strand Theatre, 12 N. Saginaw Street Pontiac, MI 48342
8. M1 Concourse Cars Under the Stars Fireworks Spectacular, June 26, 2022, gates open at 5:00 pm and fireworks begin at 9:45 pm (depending on weather), held at M1 Concourse, 1 Motorsports Drive Pontiac, MI 48341
9. SMART Bus Service Routes Changes Involving Phoenix Center Stop Delayed One Week, Will Go Into Effect June 27, 2022
10. Power Company Kids Club and Deputies For Kids Fun in the Field, July 6, 2022 from 4pm to 7pm at Aaron Perry Park

Mayor's Office

11. Mill Street Reconstruction Project Continues, Between Water Street and Pike Street in Downtown Pontiac
12. DTE Energy Planning a 2-Hour Outage on June 22, 2022 from 1:15 to 3:15 pm that will impact 10 customers in the Huron, Henderson, and Washington streets area
13. Pine Street Between Huron Street and Carter Street gated off by private property owner (portion of street vacated by the City in the 1980s when the Oakland Press was in operation); public safety agencies have been notified
14. Michigan Department of Transportation Woodward Loop Reconfiguration Project Community Engagement Sessions, July 14, 2022 from 1:00 to 3:00 pm, and from 5:00 to 7:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341
15. The Shores at Crystal Lake Proposed Development Town Hall Meeting, July 20, 2022 from 6:00 to 8:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341. Open to all interested residents, beverages and light refreshments provided.

Public Comment (Three Minutes Time Limit)

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

**Official Proceedings
Pontiac City Council
29th Session of the Eleventh Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, May 31, 2022 at 4:04 p.m. by Council President Mike McGuinness.

Pledge of Allegiance to the Flag of the United States

Roll Call

Members Present – Mikal Goodman, Kathalee James, Mike McGuinness and Brett Nicholson

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilmembers William Carrington, William Parker, Jr. and Melanie Rutherford for personal reasons. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness and Nicholson

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to add City Council Budget Hearing as item #2 after public hearing but before public comment and approve agenda as amended. Moved by Councilperson James and second by Councilperson Nicholson.

Ayes: James, McGuinness, Nicholson and Goodman

No: None

Motion Carried

Council President Mike McGuinness opened up Public Hearing regarding the proposed Annual Budget for fiscal Year 2022-2023 and City Tax Rate at 4:09 p.m. Three individuals addressed the body during public hearing.

<u>Names</u>	<u>Topic</u>
1. Carolyn Place	Budget
2. Melissa Spearing	Budget
3. Rick David	Budget

Councilman William Parker Jr. and Councilwoman Melanie Rutherford arrived at 4:24 p.m.

Council President Mike McGuinness closed Public Hearing regarding the proposed Annual Budget for fiscal Year 2022-2023 and City Tax Rate at 4:31 p.m.

Council President Mike McGuinness called for a three-minute recess at 4:42 p.m.

May 31, 2022 Special Budget

Council President Mike McGuinness ended recess at 4:45 p.m.

Agenda Items
Department Hearings
City Council

Council President Pro-Tem William Carrington arrived at 4:59 p.m.

Public Comment – None

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Goodman second by Councilperson James.

Ayes: Nicholson, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Councilman William Parker Jr. and Councilwoman Melanie Rutherford was absent during the vote.

Council President Mike McGuinness adjourned the meeting at 5:55 p.m.

Garland S. Doyle
Interim City Clerk

**CONSENT
AGENDA
B**

**Official Proceedings
Pontiac City Council
31th Session of the Eleventh Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Wednesday, June 1, 2022 at 3:04 p.m. by Council President Mike McGuinness.

Pledge of Allegiance to the Flag of the United States

Roll Call

Members Present – William Carrington, Mikal Goodman, Mike McGuinness, Brett Nicholson and William Parker

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilmembers Kathalee James and Melanie Rutherford.

Moved by Councilperson Goodman and second by Councilperson Carrington.

Ayes: Goodman, McGuinness, Nicholson, Parker and Carrington

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve agenda. Moved by Councilperson Parker and second by Councilperson Carrington.

Motion to add item #5 for Parking Enterprise Fund and item #6 as Other Funds as Needed. Move by Councilperson Carrington and second by Councilperson Goodman.

Ayes: McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: McGuinness, Nicholson, Parker, Carrington and Goodman

N: None

Motion Carried

Councilwoman Kathalee James arrived at 3:12 p.m.

Councilwoman Melanie Rutherford arrived at 3:18 p.m.

Agenda Items

Department Hearings

1. Finance

June 1, 2022 Special Budget

Treasury
Income Tax

2. Human Resources
3. Communications
Cable
4. IT
5. Parking Enterprise Fund (**Agenda Add-on**)
6. Other Funds As Needed (**Agenda Add-on**)

Councilwoman Rutherford left meeting at 5:15 p.m.

Mayor Greimel left meeting at 5:45 p.m.

Council President Mike McGuinness stated at the next scheduled Special Meeting will start with item #4. IT, item #5. Parking Fund and item #6. Other Funds as Needed on June 8, 2022 at 5:00 p.m.

Public Comment – No public comment

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: Nicholson, Parker, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 5:59 p.m.

Sheila R. Grandison
Deputy City Clerk

CONSENT AGENDA

C

**Official Proceedings
Pontiac City Council
32nd Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, June 7, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Laura Kelsey, First Presbyterian Church in Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson and William Parker Jr.

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilwoman Melanie Rutherford for personal reasons. Moved by Councilperson Goodman and second by Councilperson Carrington.

Ayes: Goodman, James, McGuinness, Nicholson, Parker and Carrington

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Parker and second by Councilperson Carrington.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

Consent Agenda

22-171 **Resolution to approve the consent agenda for June 7, 2022.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for June 7, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for June 7, 2022 including the May 19, 2022 Special Meeting on the Budget Meeting Minutes, May 20, 2022 Special Meeting on the Budget Meeting Minutes, May 23, 2022 Special Meeting on the Budget Meeting Minutes, May 24, 2022 Special Meeting on the Budget Meeting Minutes, May 27, 2022 Communications, Engagement and Operations Subcommittee Meeting Minutes and May 31, 2022 City Council Meeting Minutes.

Ayes: McGuinness, Nicholson, Parker, Carrington, Goodman and James

No: None

Resolution Passed

Special Presentation

Medical Marihuana Update

Presentation Presenters: Garland Doyle, City Clerk and Jonathan Starks, Regulatory Analyst

Discussion

City Retirees' Pensions Possible Permanent Increases and Asset Transfer Status Development

Recognition of Elected Officials – None

Agenda Address

1. Deborah Munson addressed item #2
2. Quincy Stewart addressed item #3
3. Gloria Miller addressed items 1 & 2

Agenda Items

Resolutions

City Council

22-172

Council Resolution Recognizing Juneteenth in Pontiac. Moved by Councilperson Parker and second by Councilperson Carrington.

Whereas, the inherently inhumane and immoral institution of slavery was legally practiced in the United States since before its inception in 1776 and was a significant driver of our nations' cultural and economic success; and

Whereas, President Abraham Lincoln first issued the Emancipation Proclamation effective January 1, 1863, freeing the slaves in the South, however, southern slave owners ignored that order; and

Whereas, the news that slavery had officially ended and that the slaves were free throughout the land now known as the United States was neither announced nor enforced in the western former Confederate states such as Mississippi, Louisiana, and in particular Texas until two and a half years after the issuance of the Emancipation Proclamation due to a low presence of the Union Army in those areas; and

Whereas, when Major General Gordon Granger arrived in Galveston, Texas, to establish the union Army's command over Texas and enforce the President's orders, he announced to the people of Texas on June 19, 1865, two and a half years after it was first decreed, the end of chattel slavery and the freedom of the slaves; and

Whereas, the formerly enslaved people in Texas celebrated their freedom on June 19, 1865, and such celebrations gradually evolved into the official commemorative holiday which has become known as "Juneteenth", which continues to be celebrated throughout the United States today through festivities, ceremonies, food, and other traditions; and

Whereas, through other systems of oppression, such as sharecropping, Jim Crow, redlining, and mass incarceration, the plunder of blacks bodies and black wealth continued past slavery and persists to this day, affecting the physical and mental health, safety, and education of African Americans; and

Whereas, liberation from these systems of oppression must include systemic, socioeconomic liberation; and

Whereas, Juneteenth serves as an extremely significant day of remembrance and acknowledgment of the history, freedom, culture, strength, pain, perseverance, and achievement of the past, present, and future generations of the Black and African American community; and

Whereas, Juneteenth holds an important place not only in African American history, but in United States history for all Americans to reflect on, learn about, and appreciate the struggles, triumphs, and continued growth of our nation as a whole; and

Whereas, local communities throughout the United States support the significance of Juneteenth and all that it symbolizes in the history, memory, and culture of African American people; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby recognizes Juneteenth and declares Juneteenth a holiday in the city for celebration, recognition and reflection to honor the physical freedom of enslaved people in United States from chattel slavery and encourages residents to celebrate our nation's second Independence Day; and further

Resolved, the City Council welcomes the expanding number of local celebrations, ceremonies, and education efforts regarding Juneteenth in our community.

Ayes: Nicholson, Parker, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

22-173 **Council Resolution Inquiring about the Status of Oakland County Offices Moving to Downtown Pontiac.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

Whereas, Pontiac has been the county seat of Oakland County in the State of Michigan since the county's establishment in 1820; and

Whereas, from 1820 through 1960s there were Oakland County governmental offices located in downtown Pontiac, which was a substantial contributing factor to the strong commercial success to the downtown Pontiac vicinity; and

Whereas, while the Oakland County Courthouse and many – though not all – county departmental offices have remained within the city limits of Pontiac, which remains the county seat, there have been little to no Oakland County offices and Oakland County employees housed within the downtown Pontiac vicinity; and

Whereas, and the departure from Oakland County operations from our downtown is a prominent factor in the decline in visitors and commercial activity during weekdays; and

Whereas, Oakland County Executive David Coulter has spoken publicly about his commitment to supporting the City of Pontiac and the growth of downtown Pontiac, specifically, and has proposed moving some Oakland County governmental operations and employees back to downtown Pontiac; and

Whereas, though there have been some limited discussions and some limited steps to return some of those county operations to downtown, it has yet to materialize or be announced in detail; now,

Therefore, Be It Resolved, the Pontiac City Council formally requests an update from the Office of Oakland County Executive David Coulter on when, and to what degree, Pontiac residents can expect to see substantial Oakland County operations and county employees relocated to downtown Pontiac.

Ayes: Parker, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

22-174 **Council Resolution Welcoming United States Senator Gary Peters Opening Offices in Downtown Pontiac.** Moved by Councilperson Carrington and second by Councilperson Goodman.

Whereas, Pontiac has been the county seat of Oakland County in the State of Michigan since the county's establishment in 1820, Oakland County is the second most populous county in the State of Michigan, and downtown Pontiac has been an important cultural, commercial, transportation, and civic destination for centuries; and

Whereas, Pontiac and the State of Michigan are represented by two United States Senators, each of whom have federal offices located throughout the state, in addition to their offices at the United States Capitol in Washington, D.C.; and

Whereas, Pontiac has not been a location of any offices of either United States Senator in recent decades and, perhaps, even further back than recent decades; and

Whereas, at the swearing-in ceremony for incoming Pontiac Mayor Tim Greimel and the new Pontiac City Councilmembers in January 2022, United State Senator Gary Peters delivered remarks to the audience and publicly announced that he will be moving one of his federal offices to downtown Pontiac; and

Whereas, it has been shared that Senator Peters and his staff are proceeding forward with fulfilling that commitment; now,

Therefore, Be It Resolved, the Pontiac City Council formally acknowledges the excellent decision by United States Senator Gary Peters in relocating one of his federal offices to the City of Pontiac, expanding our citizens' access to his staff and their services; and further

Resolved, the City encourages Senator Peters and his staff to broadly communicate the new location and contact information for their forthcoming Pontiac offices, and identify opportunities for Pontiac residents to access the office and its services.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

Mayor's Office

~~22-175-~~

Resolution to approve entering into a Municipal and Community Credit Contract for Fiscal Year 2023 between the City of Pontiac and SMART. Moved by Councilperson Goodman and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac is entitled to community and municipal credits through SMART and;

WHEREAS, the City has not actively directed use of those credits and;

WHEREAS, a contract between SMART and the CITY is required in order for the City to actively direct use of those credits and;

WHEREAS, the value of those credits is estimated to be \$57,665 in Municipal and \$112,251 in Community;

NOW THEREFORE, be it resolved that the City Council approves the attached Municipal Credit and community Credit Contract for FY2023 between the City of Pontiac and SMART;

BE IT FURTHER RESOLVED, that the Mayor is approved to do all things necessary to enter into contracts with vendors to facilitate use of the credits.

Discussion on the motion.

Motion to amend and add language at the end of the resolution to approve entering into a Municipal and Community Credit Contract for Fiscal Year 2023 between the City of Pontiac and SMART. Moved by Councilperson McGuinness and second by Councilperson Goodman.

FURTHER RESOLVED, the Mayor's office shall present to the Council no later than September 30, 2022 to report on how the credit shall be utilized for the 2022-2023 Fiscal Year.

Goodman, James, McGuinness, Nicholson, Parker and Carrington

No: None

Motion Carried

22-175 **Amended Resolution to approve entering into a Municipal and Community Credit Contract for Fiscal Year 2023 between the City of Pontiac and SMART.** Moved by Councilperson Goodman and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac is entitled to community and municipal credits through SMART and;
WHEREAS, the City has not actively directed use of those credits and;
WHEREAS, a contract between SMART and the CITY is required in order for the City to actively direct use of those credits and;
WHEREAS, the value of those credits is estimated to be \$57,665 in Municipal and \$112,251 in Community;
NOW THEREFORE, be it resolved that the City Council approves the attached Municipal Credit and community Credit Contract for FY2023 between the City of Pontiac and SMART;
BE IT FURTHER RESOLVED, that the Mayor is approved to do all things necessary to enter into contracts with vendors to facilitate use of the credits.
FURTHER RESOLVED, the Mayor's office shall present to the Council no later than September 30, 2022 to report on how the credit shall be utilized for the 2022-2023 Fiscal Year.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

Communications

City Council and Mayor's Office

Public Comment

1. Carol Wilkins
2. Carrie Miller
3. Claude Vinegar
4. Renee Beckley
5. Darlene Clark
6. Gloria Miller
7. Larry Jasper

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Clerk Doyle, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, Council Pro-Tem Carrington and Council President McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Parker and second by Councilperson Carrington.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 9:03 p.m.

Garland S. Doyle
City Clerk

**CONSENT
AGENDA
D**

**Official Proceedings
Pontiac City Council
34th Session of the Eleventh Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Wednesday, June 9, 2022 at 5:04 p.m. by Council President Mike McGuinness.

Pledge of Allegiance to the Flag of the United States

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson and William Parker

Mayor Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilmember Melanie Rutherford for personal reasons. Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Nicholson, Parker and Carrington
No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve agenda. Moved by Councilperson Nicholson and second by Councilperson Carrington.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman
No: None

Motion Carried

Agenda Item

Budget Changes Sought by Councilmembers

Public Comment – None

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: McGuinness, Nicholson, Parker, Carrington, Goodman and James
No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 8:01 p.m.

Sheila R. Grandison
Deputy City Clerk

DRAFT

**CONSENT
AGENDA
E**

**Official Proceedings
Pontiac City Council
35th Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, June 14, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Douglas Jones, Welcome Missionary Baptist Church in Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker Jr and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Motion to add a discussion on Phoenix Center Smart Bus Stop to the agenda. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman
No: None

Motion Carried

Motion to add a discussion on Arts Commission Appropriation Lawn Chair Concert Series. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James
No: None

Motion Carried

Motion to add a communication under the Mayor's Office to discuss a Town Hall Meeting on July 22, 2022. Move by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness
No: None

Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Consent Agenda

22-176 **Resolution to approve the consent agenda for June 14, 2022.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the City Council has reviewed the consent agenda for June 14, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for June 14, 2022 including the June 6, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes, June 7, 2022 City of Pontiac Community Fund Report and June 9, 2022 Finance & Personnel Subcommittee Meeting Minutes.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson
No: None
Resolution Passed

Subcommittee Reports

Communications, Engagement & Operations - Chair Goodman
Economic Development, Housing & Planning - Chair McGuinness
Facilities & Property - Chair Carrington
Finance & Personnel - Chair Nicholson
Law & The Courts - Chair Parker
Parks, Recreation & Public Works - Chair James
Public Safety, Health & Wellness - Chair Carrington

Discussions

Phoenix Center Smart Bus Stop (**Agenda add-on**)
Art's Commission Lawn Chair Concert Series (**Agenda add-on**)

Special Presentations

Juneteenth Community Celebrations
Presentation Presenter: Pastor Douglas P. Jones, Greater Pontiac Community Coalition

Math Corps at Oakland University Opportunity for Pontiac Students
Presentation Presenter: Carrie Miller

Pontiac Youth Recreation Strategy
Presentation Presenters: Mayor Tim Greimel, Youth Recreation Manager Tanesha Taylor and Youth Assistant Manager Robert Burch

Recognition of Elected Officials – H. Bill Maxey, Pontiac Library Board Trustee

Agenda Address

1. Quincy Stewart addressed item #8
2. Deirdre Waterman addressed item 11 and add-on item Phoenix Center Smart Bus Stop

Motion to move item #12 (resolution to approve the High Intensity Drug Trafficking Area (HIDTA) Sub Grant Agreement), item #13 (resolution to approve KABOOM play everywhere Challenge Grant Funded Culver Development) and add-on Resolution for the Federal Poverty

Guidelines before item #11. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker
No: None
Motion Carried

Resolutions

Mayor's Office

22-177 **Resolution to approve the High Intensity Drug Trafficking Area (HIDTA) Sub Grant Agreement.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, Oakland County is, the legal entity that administers the Narcotic Enforcement Team (NET), and it has submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan High-Intensity Drug Trafficking Area (HIDTA) requesting the United States Office of National Drug Control Policy (ONDCP) to grant NET an award for the program year 2022 to reimburse NET participating agencies for eligible law enforcement officers overtime costs; and

WHEREAS, If ONDCP grants NET an award for the program year 2022, the ONDCP disburses the HIDTA funds to the Michigan State Police (MSP); and

WHEREAS, The County has the authority to allocate a portion of the grant funds to reimburse a participating municipality for qualifying overtime costs subject to the terms and conditions of the agreement; and

WHEREAS, The City of Pontiac desires to enter into the attached sub-recipient agreement between the City and Oakland County; and

WHEREAS, Oakland County Corporate Council and the City Executive Branch of the City of Pontiac have approved the attached sub-recipient agreement.

NOW, THEREFORE, be it resolved that the City of Pontiac approves the 2022 HIDTA sub-grant agreement with the County of Oakland and authorizes the Mayor to sign on behalf of the city.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford
No: None
Resolution Passed

Planning

22-178 **Resolution to approve KABOOM Play Everywhere Challenge Grant Funded Culver Development.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, in 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the "KABOOM! Play Everywhere Challenge."

WHEREAS, On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit the City to execute the grant agreement.

WHEREAS, the City of Pontiac wishes to execute the deliverables of the grant agreement and award which includes the construction and installation of an outdoor performance space in Hidden River Plaza.

WHEREAS, the City of Pontiac wishes to contract with Culver Development for construction and installation services in the amount of \$52,500.

NOW THEREFORE, be it resolved that the Pontiac City Council approves the contract for services with Culver Development for construction and installation of the raised platform and shade sail structure.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Resolution Passed

Finance

22-179 **Resolution to approve the revised Federal Poverty Guidelines for 2022 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption.** Moved by Councilperson Rutherford and second by Councilperson Nicholson. (Agenda add-on)

Whereas, in accordance with State of Michigan Act No. 390 Public Acts of 1994, approved December 29, 1994, General Property Section 211.7 u (4). “The governing assessing unit shall determine and make public the policy and guidelines to use for the granting of exemptions. The guidelines shall include specific income and asset levels of the household;” and,

Whereas, The Pontiac City Council on December 29, 2021 approved said Hardship Exemption Guidelines for 2022; and,

Whereas, Oakland County has notified the City that the State of Michigan has identified of one of the guidelines as being non-permissible; and,

Whereas, the City, in accordance with the State guidance, has deleted Item 9 of the Hardship Guidelines; Now, Therefore, Be It Resolved, that the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2022 and the City of Pontiac Board of review Instructions for Applicants requesting consideration for the Hardship Exemption.

Ayes: James, McGuinness, Nicholson, Parker, Carrington and Goodman

No: None

Resolution Passed

Councilwoman Rutherford was absent during the vote

Ordinance

Motion to make budget changes to amend the 2022-2023 Budget Appropriations Act. Moved by Councilperson Goodman and second by Councilperson McGuinness.

Budget Changes

Motion to add \$75,000 to account #101-101-808-101. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

Motion to add \$19,000 to account # 101-101-957-002. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Motion to propose to add \$250,000 for Professional Services – Animal Control for Code Enforcement account #101-733-818-000. Moved by Councilperson Parker and second by Councilperson Rutherford.

Ayes: Parker and Rutherford

No: McGuinness, Nicholson, Carrington, Goodman and James

Motion Failed

Motion to propose to add \$100,000 to Other Professional Services under Code Enforcement for Animal Control account #101-733-818-000. Moved by Councilperson Parker and second by Councilperson Rutherford.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Motion to add \$5,000 to Charter Commission for Printing Services account #101-102-901-000. Moved by Councilperson James and second by Councilperson Rutherford.

Ayes: Parker, Rutherford, Carrington, James, McGuinness and Nicholson

No: None

Motion Carried

Councilman Goodman was absent during the vote

Motion to add \$10,000 to Charter Commission for Postage. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Rutherford, Carrington, James, McGuinness, Nicholson and Parker

No: None

Motion Carried

Councilman Goodman was absent during the vote

Motion to add \$100,000 to Routine Maintenance Roads for Pavement Markings account # 202-463-779-008. Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Motion Carried

Motion to add \$26,000 to account # 101-265-818-000. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

Motion to add \$15,000 to account #101-265-931-001. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Motion to add funds to bring total to \$86,000 for account #101-270-818-000. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Motion Carried

Motion for addition of \$25,000 for account #101-336-931-000. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Motion to add \$33,400 for account #101-458-702-000. Moved by Councilperson Parker and second by Councilperson Rutherford.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Motion Carried

Motion to add \$750,000 to account #101-690-818-000. Moved by Councilperson McGuinness and second by Councilperson Nicholson.

Ayes: Rutherford, McGuinness and Nicholson

No: Carrington, Goodman, James and Parker

Motion Failed

Motion to add \$75,000 to Department 733 for Code Enforcement Vehicles. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Motion Carried

Motion to postpone the Budget Appropriations Ordinance for one week. Moved by Councilperson Carrington and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

Motion to schedule a Special Meeting on the Budget on June 22, 2022 at 6:00 p.m. Moved by Councilperson Rutherford and second by Councilperson McGuinness.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Communications

City Council and Mayor's Office

Public Comment

1. Andrea Manns
2. H. Bill Maxey
3. Kathy Dessureau
4. Larry Jasper

5. James Sabich

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Clerk Doyle, Councilman Parker, Councilwoman James, Councilman Goodman, Councilman Nicholson, Councilwoman Rutherford, Council Pro-Tem Carrington and Council President McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 10:29 p.m.

Garland S. Doyle
City Clerk

DRAFT

#1

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: City Council President Mike McGuinness, and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel; Deputy Mayor Khalfani Stephens

DATE: June 16, 2022

RE: Assessing Services Contract with Oakland County

Currently, the City's assessing services are handled by Oakland County's Equalization Division ("OCE"). Under this contract, OCE handles the appraisal and assessment of real and personal property on behalf of the City for the purpose of levying taxes. The current contract is set to expire on June 30th.

The proposed contract with OCE has a price increase of 4%. All of the existing terms of the current contract remain the same. The proposed renewal would be for a one year period from July 1, 2022 through June 30, 2023.

In order to execute the contract and continue the assessing services, the Administration is presenting the attached Agreement and Resolution for Council's approval.

RESOLUTION

Whereas, the City of Pontiac, pursuant to state law, has the legal responsibility for property tax appraisal and assessment; and

Whereas, the City has been contracting these services through the Oakland County Equalization Division; and

Whereas, the Administration hereby recommends approval of proposed contract with Oakland County Equalization for the period of July 1, 2022 through June 30, 2023;

NOW THEREFORE be it resolved that the City Council hereby approves the proposed Contract with Oakland County Equalization to perform the City's assessing services as detailed in the attached Agreement.

May 18, 2022

The Honorable Tim Greimel
Mayor, City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

RE: Renewal of Contract for Assessing Services with the City of Pontiac

Dear Mayor Greimel:

The existing assessing contract between Oakland County Equalization and the City of Pontiac will expire on June 30, 2022. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials.

In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: the cost per parcel has been adjusted by a 4% increase; as referenced in the letter dated April 14, 2022, from Deputy County Executive Sean Carlson. In summary, the cost per parcel to the city will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2022-2023	\$16.39	\$14.68

These rates will be effective for the period July 1, 2022 to June 30, 2023. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to reach out. You can contact Kimberly Hampton at 248-858-2039 or me at 248-221-0652.

Sincerely,



Kyle I. Jen
Director of Management and Budget
Oakland County

KIJ/kdh
Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF PONTIAC
(Real and Personal Property Services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF PONTIAC (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the CITY OF PONTIAC, a Michigan Constitutional and Municipal Corporation whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to State law, including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain legally mandated property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or

plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" means all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" means a specific subset of and included as part of the larger group of County Agents as defined above and shall be further defined as all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For all purposes in this Contract, any reference to County Agents shall also include within that term all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" means all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" mean all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts of any kind whatsoever which are imposed on, incurred by, or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of the performance or participation in this Contract.

- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
- 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
 - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's

training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. Under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities, or obligations that the Municipality may incur shall not become a debt, liability, obligation, or Claim(s) against the County.

4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as otherwise expressly provided herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party.

- 5.1. Notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$16.39 for each real property description and \$14.68 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be

calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
 - 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.
- §7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 7.1. This Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any Services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
 - 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special, or consequential damages, including, but not limited to any replacement costs for Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this

Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. Under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality shall be solely responsible for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all Services under this Contract. The County shall be solely responsible for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality shall be solely liable for all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or

other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. No Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
 - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality Agents shall perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. No liability, right, or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. This Contract does not, and is not intended to, create either any absolute right in favor of the Municipality or any correspondent absolute duty or obligation upon the County, to guarantee that any specific

number(s) or classification of County Agents will be present on any given day to provide Services to the Municipality.

- §11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2. All Municipality obligations, including, but not limited to, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §12. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the County Clerk, the Clerk for the Municipality, and the Secretary of State.
- §13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §14. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §15. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §16. NOTICES. Except as otherwise expressly provided for herein, all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that

signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

§17. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Tim Greimel, Mayor of the City of Pontiac, acknowledges that he has been authorized by a resolution of the Governing Body of the City of Pontiac to execute this Contract and accepts and binds the City of Pontiac to this Contract.

EXECUTED: _____ DATE: _____
Tim Greimel, Mayor
City of Pontiac

WITNESSED: _____ DATE: _____
Garland S. Doyle, Interim Clerk
City of Pontiac

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract and accepts and binds Oakland County to this Contract.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland

#2

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Finance Department

TO: City Council President Mike McGuinness and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: June 21st, 2022

RE: Resolution to approve a budget amendment for Clinton River Trail Maintenance

The City of Pontiac is collaborating with the Friends of the Clinton River Trail (FCRT), City of Sylvan Lake, Oakland County and other stakeholders to make essential safety improvements, maintenance repairs, and accessibility renovations to the Clinton River Trail in Pontiac. This former railroad was converted to a walking and biking trail in 2004. Since that time, the City has seen a significant reduction in their DPW/Park budget and staff, leaving the Clinton River Trail (CRT) in need of major maintenance, repairs and upgrades to meet current shared-use path standards.

The project will transform this popular linear park and address social determinants of health, reduce social isolation, link to neighboring communities and promote active and healthy lifestyles for people of all ages and abilities. Proposed improvements include pedestrian activated signal at a busy roadway, upgrade all road crossings to be ADA compliant, new crushed limestone surface for 1.75 miles, address maintenance needs and install bollards to prevent unauthorized motorized vehicles. In addition, the proposed project will implement goals/objectives identified in the *2017 Complete Streets Pontiac Plan* and the *2021 Pontiac Parks & Recreation Master Plan*.

The City and FCRT have observed increased usage of the trail since the COVID-19 pandemic began, which is also a trend experienced on trails across the county and state. This increased usage only further emphasizes the need to make essential safety improvements and correct these maintenance deficiencies caused by a lack of staff. Additionally, this project is directly connected to other phases of development that have been proposed in the city to link the trail with the downtown and complete a notable gap in the regional and cross-state trail networks. The project will improve the overall trail user's experience, make necessary safety and accessibility enhancements at road crossings, and address ongoing maintenance needs because of increased use of parks/trails during the COVID-19 pandemic.

The ongoing COVID-19 pandemic has brought to light how important it is to have quality non-motorized trails and public parks that encourage a livable and healthy community. This critical infrastructure provides a place for residents to enrich both mental and physical wellbeing, reduce social isolation in a responsible way, and improve their access to nature. In addition, Southeast Michigan has become an automobile-centric place that contributes directly to preventable health conditions like obesity, high blood pressure and diabetes. Through the promotion of inclusive facilities like the Clinton River Trail, trail users of all ages and abilities can fight chronic diseases and live healthy and active lives and continue to address social determinants of health.

The total cost of this project is \$726,000, which includes preliminary engineering, construction costs, construction engineering and grant administration. There is a prerequisite condition for the funding from the Community Foundation of Southeast Michigan to secure matching funds of no less than \$1 of matching funds for every \$1 of grant funds.

The \$120,000 of Oakland County American Rescue Plan Act of 2021 funds awarded to the City of Pontiac will be leveraged with the following funds, which have already been secured for the Clinton River Trail Safety & Maintenance Improvement Project:

- City of Sylvan Lake (General Fund) \$10,000
- City of Pontiac (Neighborhood Empowerment Grant) \$10,000
- Community Foundation of Southeast Michigan (Pontiac Funders Collaborative) \$37,000
- Friends of the Clinton River Trail (General Fund) \$30,000
- Community Foundation of Greater Rochester \$213,000
- Community Foundation of Southeast Michigan (RCWJ Trails Maintenance Fund) \$300,000
- Trinity Health- St Joseph Mercy Oakland (Community Benefit Grant) \$6,000

It is hereby requested that the City Council approve this proposed budget amendment.

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

Whereas, the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac was approved on May 3rd, 2022;

Whereas the City has received funds in the amount of \$120,000 to pay for the costs for this project;

Now Therefore be it resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration receiving revenues in the amount of \$120,000 to General Fund Account 101-000-528.000 – Federal Grants Other and a total of \$120,000 is appropriated to General Fund GL Account 101-751-818.000 – Other Professional Services

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#5

COMMUNICATION

ROAD COMMISSION

for OAKLAND COUNTY

PRESS RELEASE PRESS RELEASE

FOR IMMEDIATE RELEASE: June 10, 2022



Visit RCOC online at www.rcocweb.org

LANE CLOSURES ON ORCHARD LAKE ROAD FROM WEST OF MIDDLEBELT ROAD TO OLD TELEGRAPH ROAD TO START JUNE 20

Beverly Hills, MI — The Road Commission for Oakland County (RCOC) will rehabilitate and resurface Orchard Lake Road from west of Middlebelt Road east to Old Telegraph Road in the communities of Sylvan Lake, West Bloomfield Township, Bloomfield Township and Pontiac starting approximately June 20.

One lane of traffic in each direction will remain open throughout the project. During stage 1, traffic will be moved onto the north side of the road while crews work on the south side. Throughout stage 2, traffic will be shifted to the south side while crews work on the north side.

Road construction is expected to be completed by the fall. This approximately \$2.1 million project will be paid for with a combination of federal road funds, RCOC dollars, funds from the communities and funds from Oakland County general government (through the Tri-Party Program).

This project includes:

- Milling (grinding off) the existing road surface
- Repaving with three inches of new asphalt
- Widening the four-lane section east of Middlebelt Road into five lanes with a continuous center left-turn lane
- Replacing some concrete slabs in the section between the Telegraph Road bridge and Old Telegraph

-- MORE --

ORCHARD LAKE STARTING / 2 OF 2

- Removing the median island near Pontiac Drive
- Repairing curbs and gutters
- Upgrading pedestrian crosswalks to comply with the Americans with Disabilities Act (ADA)
- Upgrading storm sewers and drainage
- Upgrading traffic signals

For more information on the project, visit the project page on the RCOC website, www.rcocweb.org (click on the “Road Projects” icon and select “Orchard Lake, Middlebelt to Old Telegraph”). Direct link: <http://rcocweb.org/608/Orchard-Lake-Road-Middlebelt-to-Old-Tele>.

--- # # # ---

MAJOR RESURFACING OF ORCHARD LAKE RD., WEST OF MIDDLEBELT TO OLD TELEGRAPH

The Road Commission for Oakland County (RCOC) will rehabilitate and resurface Orchard Lake Road from west of Middlebelt Road to Old Telegraph Road in the communities of Sylvan Lake, West Bloomfield Township, Bloomfield Township and Pontiac in 2022.

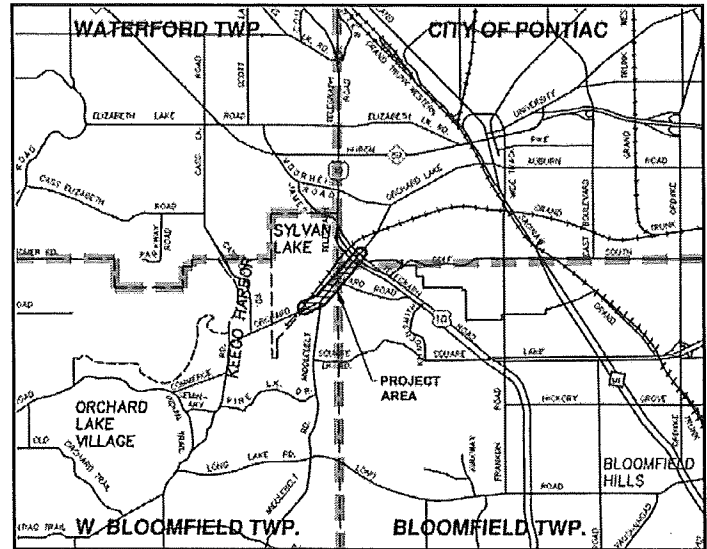
PROJECT DETAILS

The project includes:

- Milling (grinding off) the existing road surface
- Repaving with three inches of new asphalt
- Widening the four-lane section east of Middlebelt Road into five lanes with a continuous center left-turn lane
- Replacing some concrete slabs in the section between the Telegraph Road bridge and Old Telegraph
- Removing the median island near Pontiac Drive
- Repairing curbs and gutters
- Upgrading pedestrian crosswalks to comply with the Americans with Disabilities Act (ADA)
- Upgrading some storm sewers and drainage
- Upgrading traffic signals at the Orchard Lake/Middlebelt and Orchard Lake/Pontiac Drive intersections

IMPACT ON TRAFFIC

One lane of traffic in each direction will remain open throughout the project. During stage 1, traffic will be shifted onto the north side of the road while crews work on the south side. In stage 2, traffic will be shifted to the south side of the road while crews work on the north side. Access to all properties within the construction zone will be maintained at all times.



SCHEDULE

- Utility work will take place during the winter of 2021/22 and spring of 2022. There will be daytime, single-lane closures.
- Road construction will start in the summer of 2022, with completion in the fall.

PROJECT COST AND FUNDING

The project will cost approximately \$2.1 million and will be paid for with a combination of federal road funds, RCOC dollars, funds from the communities and funds from Oakland County general government through the Tri-Party Program.

FOR MORE INFORMATION

For questions about this project, e-mail the RCOC Design Division at design@rcoc.org. Plans for the project can be viewed on the project page of the RCOC website: <https://www.rcocweb.org/608/Orchard-Lake-Road-Middlebelt-to-Old-Tele> (or click on the "Road Projects" icon on the RCOC website home page — www.rcocweb.org — and select this project from the list of projects).

For more information:

Call RCOC's Department of Customer Services at (877) 858-4804 or send us an email at dcsmail@rcoc.org or via the RCOC Website, www.rcocweb.org

#6

COMMUNICATION

Coffee & Conversation

Please join Senator Rosemary Bayer to discuss important issues in our community.

Friday, June 24, 2022 | 1 p.m.

Bowens Senior Citizens Center
52 Bagley St., Pontiac, MI 48341

State Senator Rosemary Bayer
WORKING FOR YOU IN LANSING

Website: SenatorBayer.com | Email: SenRBayer@senate.michigan.gov

Toll-Free: (855) DIST012 (855-347-8012) | [f](#) [t](#) [i](#)



PRINTED IN-HOUSE

#7

COMMUNICATION

JUNE 25 , 2022



MARQUEE

Concert

THORNETTA DAVIS

WITH

TINO G UP IN THE MIX

≈ **FREE TO THE PUBLIC!** ≈

PONTIAC MAKERS MARKET
Vendor Expo

Art - Food - Music - Fun!

DOWNTOWN PONTIAC

MAKERS MARKET: 3PM-8PM

CONCERT: 4PM-9PM

*Boricua*honi
Entertainment

FLAOSTAR
STRAND
THEATRE

#8

COMMUNICATION

MICONCOURSE

5th Annual

Cars Under the Stars

FIREWORKS SPECTACULAR

PRESENTED BY

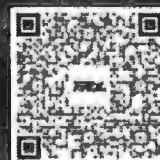
**SUNDAY
JUNE 26, 2022**

Experience the 5th Annual Cars Under the Stars Fireworks Spectacular presented by Coca-Cola. Enjoy live entertainment from Vavoom, one of metro Detroit's hottest dance-rock bands, along with a variety of family activities, food trucks, and craft beer.

Gates open at 5:00 PM
Fireworks begin at 9:45 PM*

\$10 for walk-in attendees
(\$5 for Pontiac residents)
\$30 Track parking per car
\$45 Arena parking per car
(Limited availability)

BUY TICKETS TODAY AT
MICONCOURSE.COM/EVENT/FIREWORKS



1 MOTORSPORTS DRIVE, PONTIAC, MI 48341
T: 248.326.9999 // INFO@MICONCOURSE.COM

**Exact time dependent upon weather.*

#10

COMMUNICATION

The Oakland County Sheriff's Office
& The Power Company Kids Club
presents

FUN in the FIELD

A FUN FILLED DAY FOR YOUTH OF THE CITY OF PONTIAC

Wed. July 6 4pm - 7pm

AT AARON PERRY PARK



FREE FOOD & FUN ACTIVITIES
Music • Field Games
Relay Races • Inflatables
Bubble Station • Giant Volleyball
Face Painting • and more!!!

#15

COMMUNICATION



THE SHORES
CRYSTAL LAKE

The Shores at Crystal Lake Community Town Hall Meeting

When:

Wednesday, July 20
6-8 p.m.

Where:

Bowens Center
52 Bagley St., Pontiac

What:

The Town Hall meeting will begin with brief remarks from city officials and an overview of the project, followed by an open forum discussion during which the community can provide feedback and suggestions. The event is open to the public. Light refreshments will be served.

To RSVP, please send the first and last names of all guests to info@theshorescrystallake.com by July 13.

