



**NOTICE OF PONTIAC CITY COUNCIL MEETING**  
**June 9, 2020**  
**at 6:00 p.m.**

**THE MEETING WILL BE HELD ELECTRONICALLY**

The City Council of the City of Pontiac will hold a Formal Meeting on June 9, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-75. The agenda of the Formal Meeting is attached. Pursuant to Executive Order 2020-75, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-75 requires that City Hall be closed to the public on the date of the meeting. Therefore, the public cannot be physically present and provide comment in City Hall.
2. **Procedures.** The public may view the meeting electronically through the following method.  
<http://pontiac.mi.us/council/pontiactv/index.php>
3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to [publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us) no later than 5:30 p.m. on June 9, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or [clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us) at least 24 hours in advance of the meeting.

Dated 6-5-2020, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

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

# PONTIAC CITY COUNCIL

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



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

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

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

## FORMAL MEETING

June 9, 2020

6:00 P.M.

166<sup>th</sup> Session of the 10<sup>th</sup> Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Add the City of Pontiac Resolution Racism is a Public Health Crisis to the Agenda)

Approval of the Agenda

Approval of the Minutes

1. May 28, 2020 Special Meeting on the Budget
2. May 29, 2020 Special Meeting Closed Session
3. June 2, 2020 Study Session
4. June 3, 2020 Special Meeting on the Budget
5. June 4, 2020 Special Meeting on the Budget

Discussion

6. Housing Commission Pilot and Title Transfer for Carriage Circle (Ahmad Taylor, Executive Director, Pontiac Housing Commission)

Special Presentations (Presentations are limited to 10 minutes.)

7. City Clerk's Elections 2020 Advisory Committee  
Presentation Presenter: Garland Doyle, Interim City Clerk
8. Black Lives Matter; Update on Review/Relations with Sheriff Department and the Justice Movement.  
Presentation Presenter: Mayor Waterman

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

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

Website: <http://pontiaccityclerk.com>

9. Partial Release of Work for Phoenix Center.  
Presentation Presenters: Matt Gibb, Economic Development and Vince DeLeonardis, CEO/President AUCH.

## **Recognition of Elected Officials**

### **Agenda Address**

### **Agenda Items**

#### **Resolutions**

##### **City Clerk**

10. Resolution to approve title change for the position of Assistant City Clerk to Assistant City Clerk/Elections Administrator

##### **Department of Public Works (DPW)**

11. Resolution to authorize the Mayor to enter into an Agreement to extend that Agreement with North Bay Drywall, Inc., Profit Sharing Plan & Trust for the period of time from June 1, 2020, through November 1, 2020, at a cost of \$9,810 per month.

##### **Economic/Community Development:**

12. Resolution Proposed by the Administration for the City Council to pledge to citizens that they will decide on Funding Mechanism for the Phoenix Center Settlement Agreement that will not cause the City to default on this obligation.

##### **Mayor's Office**

13. Resolution to authorize the Mayor to enter into an agreement with the School District for 2020 Police School Liaison Program.

##### **Planning**

14. Resolution to approve the Redevelopment 'Bistro' Liquor License, for Marimar, LLC 31 N. Saginaw doing business as the Alley Cat and recommend that the Michigan Liquor Control Commission grant a Class C license issued under MCL 436.1521a(1)(b) and outdoor service area on city sidewalk. **(The City Council approved a resolution for the Alley Cat on March 24, 2020 but another resolution needs to be approved with their correct legal name.)**

### **Public Comment**

### **Mayor, Clerk and Council Closing Comments**

### **Adjournment**

**AMENDMENTS  
TO THE  
AGENDA**

**City of Pontiac Resolution**  
**Racism is a Public Health Crisis**

**WHEREAS**, race is a social construct with no biological basis; and,

**WHEREAS**, racism is a social system with multiple dimensions: individual racism is internalized or interpersonal; and systemic racism is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks, that unfairly disadvantages some individuals and communities, unfairly advantages other individuals and communities, and saps the strength of the whole society through the waste of human resources; and,

**WHEREAS**, racism causes persistent racial discrimination in housing, education, employment and criminal justice; and emerging body of research demonstrates that racism is a social determinant of health; and,

**WHEREAS**, more than 100 research studies have linked racism to worse health outcomes; and,

**WHEREAS**, the United Nations declared a decade (2015-2024) focused on the people of African descent for recognition, justice and development to ensure human rights and fight against structural racism; and,

**WHEREAS**, the Michigan Health Equity Roadmap states that, “Racial and ethnic minority populations experience poorer health outcomes than the general population for almost every health and social condition;” and,

**WHEREAS**, in Michigan, the highest excess death rates exist for African Americans for infant mortality, maternal mortality, and pediatric asthma; and,

**WHEREAS**, the Michigan Coronavirus Task Force on Racial Disparities formed by Executive Order No. 2020-55 to address the “disproportionately impacted communities of color” as African Americans represent 13.6% of Michigan’s population, but 40% of deaths from COVID-19; and,

**WHEREAS**, public health’s responsibilities to address racism include reshaping our discourse and agenda so that we all actively engage in racial justice work; and,

**WHEREAS**, while there is no epidemiologic definition of “crisis,” the health impact of racism clearly rises to the definition proposed by Galea: “The problem must affect large numbers of people, it must threaten health over the long-term, and it must require the adoption of large-scale solutions;” and,

**NOW, THEREFORE, BE IT RESOLVED** that the Pontiac City Council and members of this great community hereby:

- Assert that racism is a public health crisis affecting our entire society; and,

- Conduct an assessment of internal policy and procedures to ensure racial equity is a core element of the organization, led by a Board in collaboration with other relevant parties, communicates results of assessment, and determines appropriate interval for reassessment, and,

- Work to create an equity and justice oriented organization, with the Board and Committees identifying specific activities to increase diversity and to incorporate anti-racism principles across membership, leadership, staffing and contracting; and,

- Incorporate into the organizational workplan educational efforts to address and dismantle racism, expand members' understanding of racism, and how racism affects individual and population health and provide tools to assist members to engage actively and authentically with communities of color; and,

- Advocate for relevant policies that improve health in communities of color, and supports local, state, and federal initiatives that advance social justice, while also encouraging individual member advocacy to dismantle systemic racism; and,

- Work to build alliances and partnerships with other organizations that are confronting racism and encourages other local, state and national entities to recognize racism as a public health crisis.

*Kermit Williams*

*Kermit Williams, President*

*Randolph Carter*

*Randy Carter, President Pro-Tem*

*Patrice Waterman*

*Patrice Waterman, Councilwoman*

*Megan Shramski*

*Megan Shramski, Councilwoman*

*Mary Pietila*

*Mary Pietila, Councilwoman*

*Gloria Miller*

*Gloria Miller, Councilwoman*

*Doris Taylor-Burks*

*Doris Taylor-Burks, Councilwoman*

**#1**

**MINUTES**

**5-28-20**

May 28, 2020 Special

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

**Call to order**

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Thursday, May 28, 2020 at 10:03 a.m. by Councilmember Patrice Waterman as Chair.

**Roll Call**

Members Present: Miller, Pietila, Shramski, Taylor-Burks and Waterman.

Members Absent: Carter and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-227 **Excuse Councilperson Randy Carter and Kermit Williams for personal reasons.**

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

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

No: None

**Motion Carried.**

**Department Hearings**

Clerk, Elections and Medical marihuana

Youth Recreation

Senior Citizens

**Public Comment**

None

**Adjournment**

Councilmember Patrice Waterman as Chair adjourned the meeting at 11:52 a.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#2**

**MINUTES**

**5-29-20**

May 29, 2020 Special

**Official Proceedings  
Pontiac City Council  
161<sup>st</sup> Session of the Tenth Council**

**Call to order**

A Special Meeting of the City Council of Pontiac, Michigan was called to order electronically on Friday, May 29, 2020 at 10:09 a.m. by Council President Kermit Williams.

**Roll Call**

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

Members Absent: Miller and Taylor-Burks.

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-227 **Excuse Councilperson Gloria Miller and Doris Taylor-Burks for personal reasons.**

Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Pietila, Shramski, Waterman, Williams and Carter

No: None

**Motion Carried.**

**Closed Session**

20-228 **Resolution to go into Closed Session.** Moved by Councilperson Pietila and second by Councilperson Carter.

Whereas, Michigan Open Meetings Act Section 8{h}, MCL 15.268{h}, allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute; and Whereas, Michigan Freedom of information Act Section 13 {g} exempts from disclosure records subject to the attorney-client privilege.

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum regarding the Settlement Agreement for the Phoenix Center, information exempt from disclosure by statute, specifically an attorney client privileged memorandum exempt from disclosure pursuant to MCL 15.243{1} (g).

Ayes: Pietila, Shramski, Waterman, Williams and Carter

No: None

**Motion Carried.**

Councilwoman Gloria Miller and Doris Taylor-Burks arrived during closed session.

May 29, 2020 Special

20-229 **Motion to come out of Closed Session, vote was taken during closed session.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

Councilwoman Gloria Miller left meeting.

20-230 **Motion to come out of Closed Session, vote was taken in public.** Moved by Councilperson Waterman and second by Councilperson Carter.

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

**Adjournment**

Council President Kermit Williams adjourned the meeting at 11:02 a.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#3**

**MINUTES**

**6-2-20**

June 2, 2020 Study

**Official Proceedings  
Pontiac City Council  
162<sup>nd</sup> Session of the Tenth Council**

**Call to order**

A Study Session of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, June 2, 2020 at 6:00 p.m. by Council President Kermit Williams.

**Roll Call**

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

Members Absent: Carter and Taylor-Burks.

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-231        **Excuse Councilperson Randy Carter and Doris Taylor-Burks for personal reasons.**

Moved by Councilperson Waterman and second by Councilperson Shramski.

Ayes: Miller, Pietila, Shramski, Waterman and Williams

No: None

**Motion Carried.**

**Amendments to Agenda**

20-232        **Motion to receive item #16 revised Resolution to the agenda.** Moved by

Councilperson Waterman and second by Councilperson Miller.

Ayes: Shramski, Waterman, Williams and Miler

No: Pietila

**Motion Carried.**

20-233        **Motion to remove items #6, #11, #12, #13 and #14 from the agenda.** Moved by

Councilperson Waterman and second by Councilperson Shramski.

Ayes: Shramski, Waterman, Williams, Miller and Pietila

No: None

**Motion Carried.**

**Approval of Agenda**

20-234        **Approval of the agenda as amended.** Moved by Councilperson Waterman and second

by Councilperson Shramski.

Ayes: Waterman, Williams, Miller and Shramski

No: None

June 2, 2020 Study

**Motion Carried.**

Councilwoman Pietila was absent during the vote.

Council Pro-Tem Randy Carter arrived at 6:10 p.m.

**Approval of Minutes**

20-235 **Approve special meeting minutes on the Budget for May 21, 2020.** Moved by Councilperson Pietila and second by Councilperson Miller.

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

No: None

**Motion Carried.**

20-236 **Approve formal meeting minutes of May 26, 2020.** Moved by Councilperson Pietila and second by Councilperson Carter.

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

No: None

**Motion Carried.**

20-237 **Approve special meeting minutes on the Budget for May 27, 2020.** Moved by Councilperson Pietila and second by Councilperson Shramski.

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

No: None

**Motion Carried.**

**Public Comment**

Two (2) individuals submitted a public comment read by the City Clerk.

**Discussion**

Status Update on COVID-19 Personal Protection Equipment at City Hall

**Suspend the Rules**

20-238 **Suspend the rules.** Moved by Councilperson Pietila and second by Councilperson Carter.

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

No: None

**Motion Carried.**

**Motion**

June 2, 2020 Study

20-239            **Motion to bring back the resolution for North Bay Drywall on the agenda for June 9, 2020.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

**Suspend the Rules**

20-240            **Suspend the rules.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

**Resolution**

**Economic/Community Development**

20-241            **Resolution to opt into the Oakland County Urban County program for program years 2021-2023, and remain through automatic renewals in successive three-year qualification periods, or until such time that it is in the best interest of the City to terminate the Joint Agreement.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Whereas, in the spirit of Oakland County working together, the City of Pontiac is invited to continue to participate in the Oakland County urban county Community Development Block Grant (CDBG) program for program years 2021-2023; and

Whereas, the City of Pontiac has participated in the past three years. During this period, approximately \$2,400,882.00 was allocated to programs serving the needs of low-income residents; and

Whereas, the U. S. Department of Housing and Urban Development (HUD) requires the County to renew its Joint Agreement with participating communities every three years; and

Whereas participation in the urban county requires a three-year commitment, and must remain in the program for the three-year duration; and

Whereas, the City of Pontiac is ineligible to apply for grants under the State CDBG program while a part of the urban county; and

Whereas, besides an annual CDBG allocation, the City of Pontiac will also benefit from the County's federally funded HOME Investment Partnerships and Emergency Solutions Grant (ESG) programs; and

Now therefore, the City of Pontiac agrees to opt into the Oakland County urban county program for program years 2021-2023 and will remain through automatic renewals in successive three-year qualification periods, or until such time that it is in the best interest of the City to terminate the Joint Agreement.

Ayes: Waterman, Williams, Carter, Miller and Shramski

No: None

**Resolution Passed.**

Councilwoman Pietila was absent during the vote.

June 2, 2020 Study

**Suspend the Rules**

20-242        **Suspend the rules.** Moved by Councilperson Waterman and second by Councilperson Miller.

Ayes: Waterman, Williams, Miller and Shramski

No: Carter

**Motion Carried.**

Councilwoman Pietila was absent during the vote.

**Resolution**

**Economic/Community Development**

20-243        **Resolution to request access to and cooperation of services from Oakland County, including economic development, community affairs and the Oakland County Brownfield Authority, to analyze all possible incentives that may affect and support the redevelopment of the Phoenix Center or the necessary funding of improvements thereto.** Moved by Councilperson Waterman and second by Councilperson Miller.

Whereas, the City of Pontiac is exhausting all options to fund required improvements to the Phoenix Center; and

Whereas, certain funding options require the analysis and possible use of economic development tools which involve Oakland County through its staff, authorities and board of commissioners;

Now Therefore, the City of Pontiac, through its Council and Mayor, does hereby request access to and cooperation of services from Oakland County, including economic development, community affairs and the Oakland County Brownfield Authority, to analyze all possible incentives that may affect and support the redevelopment of the Phoenix center or the necessary funding of improvements thereto.

Ayes: Williams, Miller, Pietila, Shramski and Waterman

No: Carter

**Resolution Passed.**

**Communication from the Mayor**

Update on Pontiac Youth Recreation and Enrichment Center (PYREC) Virtual Programming.

**Mayoral Monthly Reports**

Received Personnel Monthly Staff Report

Received Monthly Check Register

Received City Credit Card Statement

**Adjournment**

Council President Kermit Williams adjourned the meeting at 7:41 p.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#4**

**MINUTES**

**6-3-20**

June 3, 2020 Special

**Official Proceedings  
Pontiac City Council  
163<sup>rd</sup> Session of the Tenth Council**

**Call to order**

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Wednesday, June 3, 2020 at 10:08 a.m. by Council President Pro-Tem Randy Carter.

**Roll Call**

Members Present: Carter, Pietila, Shramski and Taylor-Burks.

Members Absent: Miller, Waterman and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-244           **Excuse Councilperson Gloria Miller, Patrice Waterman and Kermit Williams for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks and Carter

No: None

**Motion Carried.**

**Department Hearings**

Finance

Human Resources

Council Member Gloria Miller arrived at 10:24 a.m.

**There were discrepancies in the documents submitted by Finance. The Council determined that they would adjourn the meeting, reschedule today's budget hearing until June 4, 2020. The June 4, 2020 hearings were postponed until June 10, 2020.**

**Public Comment**

None

**Adjournment**

Council President Pro-Tem Randy Carter adjourned the meeting at 10:44 a.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#5**

**MINUTES**

**6-4-20**

June 4, 2020 Special

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

**Call to order**

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Thursday, June 4, 2020 at 10:00 a.m. by Council President Kermit Williams.

**Roll Call**

Members Present: Miller, Pietila, Waterman and Williams.

Members Absent: Carter and Shramski (Taylor-Burks was Muted.)

Mayor Waterman was present.

Clerk announced a quorum.

**Excuse Councilmembers**

20-245            **Excuse Councilperson Randy Carter and Megan Shramski for personal reasons.**

Moved by Councilperson Pietila and second by Councilperson Miller.

Ayes: Miller, Pietila, Waterman and Williams

No: None

**Motion Carried.**

Councilman Randy Carter arrived after roll call.

**Department Hearings**

Finance

Income Tax

Treasury

Accounting

Finance

Information Technology (I.T.)

Economic/Community Development

Cable

**No Public Comment**

**Adjournment**

Council President Kermit Williams adjourned the meeting at 11:32 a.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#7**

# **PRESENTATION**



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

# 2020 Elections Advisory Committee

## VOTE First!

Our Community Matters

Website: <http://pontiaccityclerk.com>

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Pontiac City Clerk



Pontiac City Clerk

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**#Pontiac Votes**

**#8**

**PRESENTATION**



# CITY OF

*Executive Branch*

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

**FROM:** Mayor Dr. Deirdre Waterman

**CC:** Jane Bais-DiSessa, Deputy Mayor; and Anthony Chubb, City Attorney

**DATE:** June 4, 2020

**RE: Special Presentation: Black Lives Matter; Update on Review/Relations with Sheriff Department and the Justice Movement.**

There is outrage throughout the nation over the death of George Floyd at the hands of Minneapolis police.

I, too, feel the pain of yet another community that has been traumatized by yet another "street execution" at the hands of hate-filled officers who are supposed to protect the public welfare and uphold our system of justice. Outright racism. It is a reality that haunts nearly every black man and black family in this country. Until America can call it by its rightful, ugly name and deal with it head on, it will continue to fester. So in the streets of so many cities now there is outrage. While we can't condone destruction of our communities, we understand the underlying anger and frustration. Where is the will to find the solutions that will bring justice and fair treatment for all?

How much longer will it take to get real policies in place that tackle this monster of racism that tears at the core of the American fabric of justice and peace for all? After 400 years from bondage to Jim Crow laws, lynchings – now "street executions" – marches, unequal pay, disproportionate sentencing, MLK dinners, when will we finally see definitive change? Rev. Dr. Martin Luther King, Jr. once answered the question: "How long? Not long". We're waiting. Only justice will bring peace

**#9**

**PRESENTATION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor  
Matthew Gibb, Special Counsel for Economic Development

**DATE:** MAY 14, 2020

**RE: RESOLUTION FOR PARTIAL RELEASE OF WORK**

**Cost and Phasing of Phoenix Center Settlement Improvements**

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Pursuant to the stated direction of council, and in the absence from Council of a willingness and interest to fully fund the critical and necessary improvements to satisfy the Phoenix Center Settlement Agreement, an effort has been put forth to coordinate, plan, schedule and commit to a partial release of work falling within the \$7 million reserved by Council.

Attached hereto are the materials from AUCH setting forth the following:

1. This approach is a partial scope of work that will involve only structural repairs, partial electrical and partial lighting. All other work will remain undone, and the total project scope of electrical, elevator, fire protection, structural safety and code requirements, all to be completed by November 1, 2020, will not be satisfied.
2. This approach causes an increase to the costs for general conditions, construction management, but does not reduce the design cost as those are contracted cost to the City.
3. This approach requires the cooperation of the ownership of Ottawa Towers, including agreements for the sharing of power sources as independent electrical services will not be completed.

AUCH has further stated in the materials that any future work to pick up where this partial release leaves off will require full funding, which as of yet, has not been agreed to by council.

### **IN ADDITION**

Over the past two months council has been repeatedly made aware of other consequences caused by committing only to a partial release of work and the limited funding of \$7 million. As was previously presented:

1. There is no ability to "Substantially Comply" without exposing the City to Breach and Default.

**Why can't the City just do what it can with what's in the General Fund Balance?**

**1. Maintenance and Improvements.**

The City **MUST** do all Maintenance and Improvements necessary to bring the Phoenix Center into conformance with the Michigan Building Code.



**2. All electrical, lighting, elevator and serious structural repairs.**

The City **MUST**, by November 1, 2020, complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck...".

2. A partial release of work will leave critical settlement items incomplete.

Activity Name	Start	Finish	2020					
			Jul	Aug	Sep	Oct	Nov	Dec
<b>Pontiac Phoenix Center Renovation Project - Cost Summary</b>								
<b>Project Cash Flow</b>								
<b>Available Funds</b>								
Available Funds - \$7,000,000	7-7-20	7-20-20						
<b>Contracted Funds</b>								
Contracted Funds Structural, Long Lead and Elevator - \$7,612,450	7-7-20	7-20-20						
Contracted Funds Remaining - \$13,170,023	7-20-20	9-8-20						
<b>Bill Packages</b>								
Structural - \$4,796,050	7-7-20	7-7-20						
Long Lead Purchases - \$450,000	7-26-20	7-26-20						
Elevators - \$2,305,001	7-26-20	7-26-20						
Architectural - \$4,838,596	9-8-20	9-8-20						
Plumbing - \$725,535	9-8-20	9-8-20						
HVAC - \$377,029	9-8-20	9-8-20						
Fire Protection - \$341,200	9-8-20	9-8-20						
Electrical - \$6,887,509	9-8-20	9-8-20						

3. Spending \$7 million of General Fund balance places the entire fund balance at risk.

Modified Forecast - \$7,000,000 transfer to Parking Fund in FY 2020	FY 20 Budget						
	000000	010000	020000	030000	040000	050000	060000
Original Budget	26,200,000	27,200,000	28,200,000	29,200,000	30,200,000	31,200,000	32,200,000
Original Forecast	26,200,000	27,200,000	28,200,000	29,200,000	30,200,000	31,200,000	32,200,000
Forecast	19,200,000	20,200,000	21,200,000	22,200,000	23,200,000	24,200,000	25,200,000
Transfer to Parking Fund	(7,000,000)	(7,000,000)	(7,000,000)	(7,000,000)	(7,000,000)	(7,000,000)	(7,000,000)
Forecast with Transfer	12,200,000	13,200,000	14,200,000	15,200,000	16,200,000	17,200,000	18,200,000
Forecast with Transfer and Parking Fund	12,200,000	13,200,000	14,200,000	15,200,000	16,200,000	17,200,000	18,200,000
Forecast with Transfer and Parking Fund and General Fund	12,200,000	13,200,000	14,200,000	15,200,000	16,200,000	17,200,000	18,200,000
In compliance with fund balance policy?	Yes	Yes	Yes	Yes	No	No	No

**SUBSTANTIAL  
NEGATIVE  
IMPACT ON  
THE BUDGET  
FORECAST**

30,030	30,030	30,030
-	-	-
4,979,972	2,871,575	(3,645)
<b>5,010,002</b>	<b>2,901,605</b>	<b>26,385</b>
6,331,133	6,400,691	6,615,264
(1,351,161)	(3,529,116)	(6,618,909)
<b>No</b>	<b>No</b>	<b>No</b>

If City Council is inclined to move forward, it must be in knowledge and consideration of the above items and the cautions in the letter of AUCH. If with that knowledge the Council remains committed to this approach the following resolution would apply:

## **RESOLUTION**

***Whereas***, the City is required to meet certain obligations for the repair, restoration and maintenance of the Phoenix Center, such terms contained within a Settlement Agreement as was approved by City Council; and

***Whereas***, The City approved a contract with IDS, upon the recommendation of its construction manager, for architectural and engineering services, and pursuant to that contract a complete scope of work, pre-bid cost estimates, schematics and other necessary project materials have been created and are ready for the city's use; and

***Whereas***, the City Council has expressed an intent and desire to commence a partial scope of work for necessary repairs and maintenance of the Phoenix Center, including passing a resolution allocating \$7 million of general fund balance for such purpose; and

***Whereas***, the City Council, having been advised by its contracted professionals of the ramifications of committing to a partial release, including the increased costs, potential for default, and budgetary impacts, remains intent on commencing a partial scope of work.

***Now Therefore be it RESOLVED*** that the Pontiac City Council authorizes the release and bidding of the partial scope of work as presented by AUCH Construction at its meeting of June 9, 2020, and as attached hereto.



65 University Drive  
Pontiac, Michigan 48342  
P (248) 334-2000  
F (248) 334-3404  
[www.auchconstruction.com](http://www.auchconstruction.com)

June 3, 2020

Dan Ringo, Interim Director of Public Works  
City of Pontiac  
Woodward Avenue  
Pontiac, Michigan 4834

**Reference: City of Pontiac Phoenix Center Renovation Project**

**Subject: Partial Release of Work  
\$7M Budget for Initial Scope of Work**

Dear Dan,

In serving the City of Pontiac over the past 13 months, we have not wavered in our commitment nor the principles of customer service that we extend to all of our clients. It is this level and consistency of professional service that provides our firm with the reputation, opportunities, and experience that results in our success and certainly is a consideration of the City's selecting AUCH as its Program/Construction Manager for the Phoenix Center Renovation Project.

Our proposal of May 13, 2019 along with our agreement for services represents a clearly defined project approach structured to deliver an efficient and effective project through the planning, procurement of design services, preconstruction and construction. Using the previous studies of consultants supplied by the City along with our understanding of the City's obligations to Ottawa Towers, we worked to provide the scope of work necessary for the City to achieve its goals for the project.

In working closely with the City over the past year, we have come to understand the challenges in securing funding for the various options available to meet the potential goals for the project. With that knowledge, we are focusing on the City's direction given May 29 for us to develop a plan with IDS based on a \$7M budget.

With the delays in the process and the limited availability of funds noted above, we wish to reconfirm that the project scope of electrical, elevator, fire protection, structural repair and code requirements and completion date of November 1, 2020 will not be satisfied.

Based on the parameters given by the City, the project team is preparing a plan to develop bidding documents, bid/award and execute, following City procurement guidelines, Structural Repairs, Lighting of the Orchard Lake Road Tunnel, Fire Protection and the Storm Water drains and piping.

This project approach is outlined in the attached "\$7M Project Expenditure" project schedule and project budget summary dated June 3, 2020. The scope of work will also include the temporary measures necessary to power the tunnel lighting and level 3N deck lighting (including work required to re-energize the existing fixtures) and minor architectural items directly associated with the work. The budget will also reflect the impact to the trade costs due to the decreased scale of electrical and storm water work as well as the temporary measures noted above.

The total project will experience cost and schedule impact by separating work normally performed concurrently but will now be planned, supervised and managed independently when released in the future. There will be added direct costs for items such as traffic control measures, removal of temporary services, and escalation.

Critical to the success of this approach will be the continued cooperation of Ottawa Towers to facilitate investigation of existing electrical system capacity to provide temporary service to the existing level 3N and tunnel lighting systems. There will likely need to be an agreement for the power consumption. Anticipating the balance of work will be released in the future, additional moves will be required for tenant parking for duplicate phasing of work.

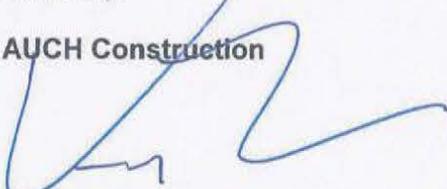
Once the City has reviewed and accepted the project approach noted above and detailed in the accompanying schedule and budget report, we request that the City arrange to schedule a meeting with Ottawa Towers and the project team, including IDS, to coordinate the activities required to execute this plan. We are currently preparing an agenda outlining the plans above and along with the details of other considerations necessary for the project.

In the interest of the City and AUCH Construction, in order to release subsequent scopes of work for bid, it will be necessary that adequate funding be in place. We stand ready to cooperate with the City to allow for the most efficient process of completing work.

We appreciate this opportunity to initiate work and help you work towards your goals for the Phoenix Center Project, which we strongly believe is essential to the continued development of the downtown area and creation of jobs for the community.

Sincerely,

**AUCH Construction**



Vince DeLeonardis  
President

Attachments: Project Schedule dated June 3, 2020  
Project Estimate dated June 3, 2020

CC: Matt Gibb – Consultant to the City of Pontiac  
John Clark – Attorney, Giamarco, Mullins & Horton, P.C.  
Gerry McClelland – AUCH Construction  
Eric Shumaker – AUCH Construction



**CITY OF PONTIAC**  
**PHOENIX CENTER RENOVATION - PARTIAL**  
**\$7 MILLION PROGRAM**



ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021			Qtr 4,
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1																								
2	<b>Preconstruction</b>	<b>76 days</b>	<b>Fri 5/29/20</b>	<b>Fri 9/11/20</b>																				
3	Meeting with Ottawa Tower to Review Project Approach	0 days	Fri 6/5/20	Fri 6/5/20				6/5																
4	Issue Construction Documents for Structural Repair	0 days	Mon 6/8/20	Mon 6/8/20				6/8																
5	Issue Construction Documents for Storm Water System	0 days	Mon 6/8/20	Mon 6/8/20	4			6/8																
6	Issue Construction Documents for Reduced Electrical Scope	15 days	Fri 5/29/20	Thu 6/18/20																				
7	Public Notice: City of Pontiac Advertisement for Bids	10 days	Mon 6/15/20	Fri 6/26/20																				
8	Bid Structural, Storm Water, Fire Protection and Electrical	14 days	Mon 6/29/20	Thu 7/16/20	7																			
9	Review Bids, Recommendation Package to City Council	5 days	Fri 7/17/20	Thu 7/23/20	8																			
10	Presentation to City Council	0 days	Tue 7/28/20	Tue 7/28/20	9FS+3 days																			
11	Formal Package to City Council	2 days	Wed 7/29/20	Thu 7/30/20	10																			
12	City Council Approval	0 days	Tue 8/4/20	Tue 8/4/20	11FS+3 days																			
13	Issue Subcontracts	8 days	Wed 8/5/20	Fri 8/14/20	12																			
14	Shop Drawings/ Submittals/ Material Procurement	20 days	Mon 8/17/20	Fri 9/11/20	13																			
15	<b>Construction</b>	<b>260 days</b>	<b>Mon 9/14/20</b>	<b>Fri 9/10/21</b>																				
16	<b>Level 3 North</b>	<b>185 days</b>	<b>Mon 9/14/20</b>	<b>Fri 5/28/21</b>																				
17	Mobilize	5 days	Mon 9/14/20	Fri 9/18/20	14																			
18	Structural Repairs	50 days	Mon 9/21/20	Fri 11/27/20	17																			
19	Storm Water Repairs	15 days	Mon 10/19/20	Fri 11/6/20	18SS+20 day																			
20	Temporary Lighting - Utilize Existing Power System	25 days	Mon 10/19/20	Fri 11/20/20	18SS+20 day																			
21	Create Temporary Path to Ottawa Tower	5 days	Mon 11/23/20	Fri 11/27/20	18FF																			
22	Ottawa Tower Relocate Tenant Parking to Level 3	130 days	Mon 11/30/20	Fri 5/28/21	21																			
23	<b>Level 1/ Level 2 / Level 3 South</b>	<b>130 days</b>	<b>Mon 11/30/20</b>	<b>Fri 5/28/21</b>																				
24	Structural Repairs	130 days	Mon 11/30/20	Fri 5/28/21	22SS																			
25	Storm Water Repairs	40 days	Mon 1/25/21	Fri 3/19/21	24SS+40 day																			
26	Fire Suppression System	30 days	Mon 3/22/21	Fri 4/30/21	25																			
27	Relocate Ottawa Tower Tenant Parking to South Side	0 days	Fri 5/28/21	Fri 5/28/21	24FF																			
28	<b>Level 1 &amp; Level 2 North</b>	<b>75 days</b>	<b>Mon 5/31/21</b>	<b>Fri 9/10/21</b>																				
29	Structural Repairs	75 days	Mon 5/31/21	Fri 9/10/21	27																			
30	Storm Water Repairs	20 days	Mon 8/9/21	Fri 9/3/21	29SS+50 day																			
31	<b>Tunnel Lighting/ Structural Repairs</b>	<b>100 days</b>	<b>Mon 9/14/20</b>	<b>Fri 1/29/21</b>																				
32	Procure Light Fixtures	40 days	Mon 9/14/20	Fri 11/6/20	14																			
33	Extend Ottawa Tower Electrical for New Fixtures	20 days	Mon 10/19/20	Fri 11/13/20	32FS-15 days																			
34	Close Orchard Lake Road	0 days	Fri 11/13/20	Fri 11/13/20	33																			
35	Structural Repairs	40 days	Mon 11/16/20	Fri 1/8/21	34																			
36	Light Fixture Installation	20 days	Mon 1/4/21	Fri 1/29/21	35FF+15 days																			
37	Open Orchard Lake Road	0 days	Fri 1/29/21	Fri 1/29/21	36																			

Project: \$7M Expenditure  
 Date: Wed 6/3/20

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone

# The City of Pontiac

## Phoenix Center Renovation - Partial \$7 Million Program

Description		Budget Amount
Demolition - Partial to facilitate work		\$ 50,000
Remove debris		\$ 7,200
Dumpster- per pull, 40 CY capacity		\$ 11,440
Structure patching, sealants, and repairs		\$ 3,482,970
Misc Architectural Work to Facilitate Structural		\$ 70,000
Plumbing - Storm System Repair		\$ 271,013
Fire protection		\$ 247,813
Electrical - Tunnel Lighting		\$ 343,106
Temporary Electrical/ Lighting at 3N		\$ 150,000
Temporary Electrical Feed for Tunnel Lighting		\$ 50,000
Temporary Travel path from 3N to Ottawa Towers		\$ 35,000
<b>Total Trade Cost</b>	1247000 sqft	<b>\$ 4,718,542</b>
General Conditions		\$ 680,000
<b>Subtotal</b>		<b>\$ 5,398,542</b>
Estimating Contingency	10%	\$ 539,854
Construction Contingency	5%	\$ 296,920
<b>Subtotal</b>		<b>\$ 6,235,316</b>
Testing		\$ 100,000
Utility Permits & Fees		\$ -
<b>Subtotal</b>		<b>\$ 6,335,316</b>
Permits	1.5%	\$ 95,030
<b>Subtotal</b>		<b>\$ 6,430,346</b>
CM Fee	2.5%	\$ 160,759
<b>Subtotal</b>		<b>\$ 6,591,104</b>
Insurance Program	0.5%	\$ 32,956
<b>Total Construction Costs</b>		<b>\$ 6,624,060</b>
	Design Fees	\$ 672,000
		<b>\$ 7,296,060</b>

# The City of Pontiac

## Phoenix Center Renovation

### Critical/ Necessary Work NOT Being Performed in Authorized \$7M Budget

Description	Critica/Necessary
Remove ticket booths	\$2,624
Electrical demolition	\$261,550
LEVEL 1 - R&R paving at incoming service	\$6,000
Conc curb & gutter- north & south entrances R&R	\$16,128
Conc sidewalk- islands - north & south entrances R&R	\$11,168
Conc paving- north & south entrances - R&R	\$25,066
Electrical equipment pads	\$10,000
Remove & Replace security mesh upper 10' at Level 1	\$420,000
Sealant joints at exterior precast	\$79,800
SOUTH/ SOUTH EAST/ EAST ENTRY Roll-Up grille- galv steel,	\$58,920
Architectural Revisions: Egress Doors, FRP Doors, Office Finishes,	\$613,052
Paint outer wall surfaces/ stairwell/ Security Bars/ LVL 2 Crashrail	\$339,739
Entry/ Exit Station/ Barrier Gate/ LED 'Full' Sign/ Hardware/ Software/ Etc.	\$303,840
Elevator No.1 -4 Modernization	\$1,400,000
HVAC	\$190,262
Electrical	4,054,978
Utility cost	\$10,000
 Trade Total	 \$7,803,127
 General Conditions (Complete all work within original schedule)	 \$ 241,071
<b>Subtotal</b>	<b>\$ 8,044,198</b>
Estimating Contingency 10%	\$ 804,420
Construction Contingency 5%	\$ 402,210
<b>Subtotal</b>	<b>\$ 9,250,828</b>
Testing	\$ 25,000
Utility Permits & Fees	\$ -
<b>Subtotal</b>	<b>\$ 9,275,828</b>
Permits 1.5%	\$ 139,137
<b>Subtotal</b>	<b>\$ 9,414,965</b>
CM Fee 2.5%	\$ 235,374
<b>Subtotal</b>	<b>\$ 9,650,339</b>
Insurance Program 0.5%	\$ 48,252
<b>Total Construction Costs</b>	<b>\$ 9,698,591</b>
 Deign Fees	 \$ 9,698,591

**#10**

**RESOLUTION**



**RESOLUTION TO APPROVE THE TITLE CHANGE OF THE ASSISTANT CITY CLERK TO ASSISTANT CITY CLERK/ELECTIONS ADMINISTRATOR**

**WHEREAS**, the Home Rule Charter of the City of Pontiac Section 3.120 gives the City Council Control of the City Payroll.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac approves the title change for the position of Assistant City Clerk to Assistant City Clerk/Elections Administrator. The salary will remain up to \$65,000.

**#11**

# **RESOLUTION**



# CITY OF

*Executive Branch*

---

**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
Dan Ringo, Interim Director DPW

**DATE:** May 26, 2020

**RE: Ottawa Towers Contract Extension for Phoenix Center Maintenance**

On March 24th, City Council expressed strong sentiment to deny the Mayor entering into an agreement with the DRCFA to manage the Phoenix Center garage. As such, the City has requested that Ottawa Towers enter the attached agreement to resume operations and maintenance of the Phoenix Center Garage until November 1, 2020. Renewal of this agreement will assist the City in providing consistent operations until such time as options for operations and maintenance can be fully verified as well as correct infrastructure installed to run the garage efficiently and effectively. The cost for this contract extension does not change from the original settlement agreement signed in November of 2018. Because of the legal obligation the city owes under the Consent Agreement, the Mayor requests approval to extend the current agreement with North Bay Dry Wall LLC for the following time frame: May 1, 2020 to November 1, 2020. Please note that this agreement expired March 31<sup>st</sup> 2020.

The Department of Public Works and the City Attorney have reviewed and approved the attached contract extension and recommend that the City sign the extension. The following resolution is recommended for your consideration:

## **RESOLUTION TO EXTEND MAINTENANCE AGREEMENT FOR PHOENIX CENTER**

*Whereas, North Bay Drywall, Inc. Profit Sharing Plan & Trust, currently performs certain day-to-day maintenance on the Phoenix Center; and*

*Whereas, the City is obligated to perform these functions as part of the Settlement Agreement entered into between the City and Ottawa Tower II, LLC; and*

*Whereas, This agreement expired on April 1, 2020.*

**Now Therefore, Be it Resolved,** *That the City of Pontiac City Council authorizes the Mayor to enter into an Agreement to extend that Agreement with North Bay Drywall, Inc., Profit Sharing Plan & Trust for the period of time from May 1, 2020, through November 1, 2020, at a cost of \$9,810 per month.*

dr

Attachment

## LETTER OF AGREEMENT

This Letter of Agreement ("AGREEMENT") is made this 30th day of March, 2020, by and between the CITY OF PONTIAC (the "CITY"), located at 47450 Woodward Ave., Pontiac, Michigan 48342, and NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust ("NORTH BAY") (hereinafter collectively "the PARTIES");

### RECITALS

**WHEREAS**, the parties entered into a Settlement Agreement dated November 1, 2018 ("SETTLEMENT AGREEMENT"), which in pertinent part provided that representatives of NORTH BAY would continue to provide general maintenance to the Phoenix Center for a monthly amount of \$9,810.00;

**WHEREAS**, the obligation to provide maintenance was for a period of six (6) months, which commenced on November 1, 2018;

**WHEREAS**, the PARTIES, pursuant to this AGREEMENT, seek to extend the obligation that NORTH BAY will provide maintenance to include the period of May 1, 2020 through and including October 31, 2020, under the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained within this AGREEMENT, the PARTIES agree as follows:

1. NORTH BAY agrees to continue current maintenance on the southern portion Phoenix Center Garage for the period of May 1, 2020 through and including October 31, 2020. Current maintenance consists of:

- Clean decks with blowers up to two times per month;
- Empty trash and pick up trash daily;
- Pressure wash three levels of the South Garage, however, the pressure washing of the winter's salt removal will be subcontracted, and will be the responsibility of the City.
- Basic landscaping: cut grass and trim.
- Sweep water from low areas to drains, as needed; and
- Pick up trash on the South side of the tunnel; as needed.

2. Additional items will be sent to the CITY to either address or approve to be completed by NORTH BAY. These items will be added to the monthly invoice;

3. NORTH BAY will bill the CITY the agreed upon amount (\$9,810.00) each month, plus additional items as agreed;

4. This AGREEMENT is not intended to in any way modify the PARTY's Settlement Agreement dated November 1, 2018, except for the terms and conditions set forth above.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Letter of Agreement as of the date first written above.

WITNESSED:

SIGNED:

NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST

---

By: Charles R. Stephens  
Its: Authorized Trustee

CITY OF PONTIAC

---

By: Deirdre Waterman  
Its: Mayor

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Mayor Waterman, and Jane Bais-DiSessa, Deputy Mayor

**DATE:** MAY 28, 2020

**RE:** Resolution of City Council to Pledge to Citizens that they will Decide on Funding Mechanism for the Phoenix Center Settlement Agreement that will not Cause the city to Default on this Obligation.

---

**The following resolution is recommended:**

Whereas City Council signed the Settlement agreement for resolution of Phoenix Center Litigation

Whereas City Council understands it's obligations to act Financially prudently

Whereas the city has suffered through aa period of economic downtown resulting in 3 emergency managers and wants to protect it's citizens from another such fiscal crisis

Where the city lost valuable assets due to failure to act in a timely manner.  
The loss of the Silverdome to a private owner is one such asset loss to the city

Where the City Council has obligations to the city to find a solution for their responsibility to fiscally enable the terms of Settlement agreement

Now therefore, the Pontiac City Council Pledges to Citizens that they will decide on Funding Mechanism for the Phoenix Center Settlement Agreement that will not Cause the city to Default on this Obligation.

**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor

**CC:** Mayor Deirdre Waterman, and Anthony Chubb, City Attorney

**DATE:** May 27, 2020

**RE:** **Resolution to approve the Police School Liaison Officer Program Agreement between the School District of the City of Pontiac and the City of Pontiac and authorizes the Mayor to sign agreement as presented.**

For the past several years, the City of Pontiac and the Pontiac School District have entered into a contract agreement to provide additional law enforcement support for schools via the School Liaison Program. This year's contract expires on June 30, 2020. The City and the District have negotiated the terms of the original agreement, and they are consistent with the newly amended dates and cost figures.

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

*Whereas, the School District of the City of Pontiac desires to have an law enforcement presence within the District and as approved an agreement with the City of Pontiac; and*

*Whereas, the City of Pontiac sees a benefit in having an official law enforcement presence in the District; and*

*Whereas, the Oakland County Sheriff's Office finds the school liaison officer program as a benefits to all parties involved; and*

*Whereas, the City Attorney has reviewed and approved agreement as to form.*

*Now therefore, be it resolved that the Pontiac City Council approves the Police School Liaison Officer Program Agreement between the Pontiac School District and the City of Pontiac and authorizes the Mayor to sign agreement as presented.*

JBD

Attachment



- c. Enforce state law and local ordinances on school premises.
  - d. Report to and take direction from the Management Team.
3. Whereas, the officers are contracting to serve as school liaison officers, and whereas, the officers are housed and work on a daily basis within the confines of the School District of the City of Pontiac, and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
- a. Routine Performance and Special Duties.
  - b. Criminal Complaints.
  - c. Policy, Procedures and Finance.
4. A two-member Management Team comprised of the commanding officer of the O.C.S.O., and a School District of the City of Pontiac designee appointed by the Superintendent, shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:
- a. Manage, on a daily basis, the liaison officers' activities and duties.
  - b. Implement program objectives and measurement methods.
  - c. Balance the education and law enforcement roles of the liaison officers.
  - d. Provide feedback and reports.
  - e. Provide an annual report by June 15 of each year, for distribution to the School District of the City of Pontiac Superintendent and to the City Administrator for the City of Pontiac. Upon the elimination of the position of City Administrator, such annual report shall be provided to the Mayor.
  - f. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.
  - g. Oversight and administration of the police-school liaison program.
  - h. Establishment and implementation of the goals and objectives for the program.

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- i. Resolution of conflicts concerning program direction or content.
  - j. Submitting a proposed annual budget to the School District by the City of Pontiac no later than February 15 of each calendar year.
  - k. Recommending any changes to the Police-School Liaison Agreement.
5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations:
- a. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
6. The total cost of the program shall be as follows:
- a. The total cost of the program, including any overtime, shall be the lesser of City of Pontiac's cost for a Sheriff's Deputy under the Law Enforcement Services Agreement (attached hereto as Exhibit A) that the City has with the Oakland County Sheriff's Department or \$133,347 , on an annualized basis, except the City's responsibility for overtime shall be limited to \$5,125.
  - b. The cost of materials and any other cost agreed to by the parties hereto, provided that the aggregate cost does not exceed the amounts set forth in Section 6a, above.
  - c. The City shall invoice the School District monthly for total costs incurred by the City the previous month. The School District shall pay the City within 30 days of the date of the invoice. Failure of the School District to pay the City within 60 days of receiving the service shall allow the City to cancel this Agreement and stop the provision of services herein described.
7. The City of Pontiac shall be responsible for administering the moneys for carrying on the police-school education program. The City of Pontiac shall pay Oakland County Sheriff's Office at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
8. The officers involved in the program shall continue to be the employees of the Oakland County Sheriff's Department, and shall not be employees of the City or the District. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the

program and all related details. In the event the designated liaison from the Oakland County Sheriff's Office is unable to be physically present in the District due to vacation or training, the Oakland County Sheriff's Office and the City will ensure that there will still be a physical presence by another deputy in the District for the duration of the designated liaison's absence.

9. The School District of the City of Pontiac shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefit of as many students as possible.
10. Acknowledgement is hereby given by the School District of the City of Pontiac for providing space, phone and related equipment, and services are provided above the financial commitment required by this Agreement.
11. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., July 1, ~~2019~~2020, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on June 30, ~~2020~~2021. In addition, any party may terminate this Agreement by giving written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further obligations to provide LAW ENFORCEMENT SERVICES to the DISTRICT under this Agreement shall end.
12. In the event that the DISTRICT wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the City of Pontiac, in writing, of this intent no later than December 31, ~~2019~~2020. If the DISTRICT, as above, notifies the City of Pontiac of its intent to enter into a new agreement, and the City of Pontiac has a similar interest, the City of Pontiac shall present the DISTRICT with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, January 31, ~~2020~~2021. In no event shall this paragraph be interpreted to obligate the City of Pontiac or the DISTRICT to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the DISTRICT terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the DISTRICT shall not be obligated to hire anybody who worked with the City of Pontiac or the O.C.S.O. pursuant to this agreement.

13. After it is determined to proceed with the upcoming year's program, the City of Pontiac shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies for a like period.
14. Neither the School District of the City of Pontiac nor the City of Pontiac shall be responsible for any officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect themselves for any liability or cost which may occur as a result of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Subject to Paragraph 15, each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
15. To the extent the City of Pontiac is entitled to indemnification from the OCSO pursuant to its Law Enforcement Services Agreement with OCSO, as a result of OSCO services contemplated herein, the City of Pontiac shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with The City of Pontiac performance of the Services pursuant to this Contract and/or from The City of Pontiac's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, agents; (ii) any breach of the terms of this Contract by The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach by The City of Pontiac, its officers, directors or employees, successors and assignees of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by The City of Pontiac, its officers, directors, employees, successors, and assignees, under this Contract. The City of Pontiac shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

16. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.
17. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.
18. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
19. This Agreement shall be binding upon each party to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

City of Pontiac

School District of the City of Pontiac

By: \_\_\_\_\_  
Deirdre Waterman

By: \_\_\_\_\_  
Kelley Williams

Its: Mayor

Its: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**#14**

**RESOLUTION**

## Resolution of the Pontiac City Council



### **Resolution to approve the Redevelopment 'Bistro' Liquor License, for Marimar, LLC doing business as Alley Cat Café, 31 N. Saginaw**

**WHEREAS**, Marimar, LLC, Parcel 64-14-29-433-015, 31 N. Saginaw St., has made petition for a Class C license issued under MCL 436.1521 a (1)(b) and outdoor service area on city sidewalk. The petitioner meets the eligibility requirements for licensure issuance under the MCL 436.1521a(1)(b), and;

**WHEREAS**, The City of Pontiac Planning Commission unanimously approved a Special Exception Permit at the March 4, 2020 meeting, that the Bistro Liquor License for The Alley Cat Cafe, at 31 N. Saginaw, be approved for license issuance, and;

**WHEREAS**, Marimar, LLC, 31 N Saginaw St, shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and Operations of the petitioned Class C 'Bistro' License and Specially Designated Merchant (SDM) and the MCL 436.1521a (1) (b)and;

**THEREFORE, BE IT RESOLVED**, the Pontiac City Council approves the recommendation for Marimar, LLC request for a Class C license issued under MCL 436.1521 a (1)(b) and outdoor service area on city sidewalk and Specially Designated Merchant (SDM) 'Bistro' License for Parcel No. 64-14-29-433-015 and further recommends their application be considered for approval by the Michigan Liquor Control Commission.

**THEREFORE, BE IT FURTHER RESOLVED**, that the petitioner, Marimar, LLC d/b/a The Alley Cat Café, located at 31 N Saginaw, Pontiac is located in the City of Pontiac Redevelopment District.

## Garland Doyle

---

**From:** Kelly Allen <KAllen@anafirm.com>  
**Sent:** Tuesday, June 2, 2020 7:46 PM  
**To:** Garland Doyle  
**Subject:** Re: Marimar LLC Alley Cat

Thanks so much Garland! You are the best!

Sent from my iPhone

> On Jun 2, 2020, at 7:44 PM, Garland Doyle <GDoyle@pontiac.mi.us> wrote:

>

> Hi Kelly,

>

> I sent the City Council the revised resolution by email earlier today. The packet that is online is posted on the Friday prior to the Tuesday meeting. The agenda is not amended online after it is posted. The City Council will not take action on the resolution today because it is a study session. I will inform them at the meeting that you are requested that they consider the revised resolution. They vote during their formal meetings which are every other Tuesday. Therefore, they will vote on the revised resolution on June 9, 2020. The revised resolution will be a part of the online June 9, 2020 packet.

>

> Thank you

> Garland Doyle

> Interim City Clerk

>

> From: Kelly Allen <KAllen@anafirm.com>

> Sent: Tuesday, June 2, 2020 5:55 PM

> To: Laura Peters; Garland Doyle

> Subject: RE: Marimar LLC Alley Cat

>

> Hi Garland: I should have gotten in touch sooner.....sorry. I don't see the changes on the Resolution on the Agenda. Do you want me to point out during the meeting or do you have this?

>

> My cell is

>

> The additional language is the last paragraph:

>

> THEREFORE, BE IT FURTHER RESOLVED, that the petitioner, Marimar, LLC d/b/a The Alley Cat Café, located at 31 N Saginaw, Pontiac is located in the City of Pontiac Redevelopment District.

>

> And we gave you a local approval notice from the MLCC.....

>

>

> Kelly A. Allen

> ADKISON, NEED, ALLEN, & RENTROP, PLLC

> 39572 Woodward Ave., Suite 222

> Bloomfield Hills, MI 48304

> (248)-540-7400

> KAllen@ANAFirm.com

> www.ANAfirm.com

>

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>

> Pursuant to applicable U.S. Treasury Regulations, if, and to the extent, this message contains advice concerning one or more Federal tax issues, it is not a formal legal opinion and may not be relied upon or used by any person for the avoidance of Federal tax penalties.

>

> -----Original Message-----

> From: Laura Peters <LPeters@anafirm.com>

> Sent: Monday, June 1, 2020 3:38 PM

> To: 'Garland Doyle' <GDoyle@pontiac.mi.us>

> Cc: Kelly Allen <KAllen@anafirm.com>

> Subject: RE: Marimar LLC Alley Cat

>

> Garland

> Thanks for your time today.

>

> I have slightly revised the resolution you send us.

>

> Also attached is the partially completed LCC 106 and a sample certification for you to sign and then if you could attach the assessor affidavit.

>

> Additionally, we will need the City's resolution from when they established the area:

>

> . A resolution establishing the development district or area which specifically references the statute under which the area was established (see MCL 436.1521a(1)(b)(i), (ii), (iii), and/or (iv)).

>

> Thanks for all your help and if you have any questions please call or email us.

>

> Laura

>

> Laura Peters

> Legal Assistant to Kelly Allen

> Adkison, Need, Allen, & Rentrop, PLLC

> 39572 Woodward Ave, Suite 222

> Bloomfield Hills, MI 48304

> (248) 540-7400 (Telephone)

> (248) 540-7401 (Facsimile)

> LPeters@ANAFirm.com

>

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>  
>  
> -----Original Message-----  
> From: Garland Doyle [mailto:GDoyle@pontiac.mi.us]  
> Sent: Monday, June 1, 2020 3:30 PM  
> To: Laura Peters  
> Cc: Kelly Allen  
> Subject: RE: Marimar LLC Alley Cat

>  
> FYI

>  
> -----Original Message-----  
> From: Laura Peters <LPeters@anafirm.com>  
> Sent: Monday, June 1, 2020 1:11 PM  
> To: Garland Doyle <GDoyle@pontiac.mi.us>  
> Cc: 'achubb@gmhlaw.com' <achubb@gmhlaw.com>; Monique Sharpe  
> <MSharpe@pontiac.mi.us>; Kelly Allen <KAllen@anafirm.com>; Vernon  
> Gustafsson <vgustafsson@pontiac.mi.us>; Donovan Smith  
> <DSmith@pontiac.mi.us>; 'Daniel Martinez' <dadoftwogems@yahoo.com>  
> Subject: RE: Marimar LLC Alley Cat

>  
> I am following up from the conversation we had with Tony and Vern on May 21st regarding the necessary documents we need for the MLCC.

>  
> Does the application have to go back before Planning and City Council to make the necessary changes regarding the type of license and also the applicant company name?

>  
> Please email or call us if want to discuss this further.

>  
> Thanks

>  
> Laura Peters  
> Legal Assistant to Kelly Allen  
> Adkison, Need, Allen, & Rentrop, PLLC  
> 39572 Woodward Ave, Suite 222  
> Bloomfield Hills, MI 48304  
> (248) 540-7400 (Telephone)  
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> LPeters@ANAFirm.com

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>  
> -----Original Message-----  
> From: Garland Doyle [mailto:GDoyle@pontiac.mi.us]

## Garland Doyle

---

**From:** Garland Doyle  
**Sent:** Friday, May 29, 2020 1:38 PM  
**To:** 'Anthony Chubb'  
**Cc:** Vernon Gustafsson; Monique Sharpe  
**Subject:** RE: Marimar LLC Alley Cat

Anthony,

This is total contradiction to an earlier email from you. I will resend you your earlier response. Based on that response, this item will have to go back before City Council.

Thank you

Garland S. Doyle, M.P.A., CNP  
Interim City Clerk  
City of Pontiac  
47450 Woodward  
Pontiac, MI 48342  
Email: gdoyle@pontiac.mi.us  
Phone: (248) 758-3200  
Fax: (248) 758-3160

-----Original Message-----

From: Anthony Chubb <achubb@gmhlaw.com>  
Sent: Friday, May 29, 2020 1:29 PM  
To: Garland Doyle <GDoyle@pontiac.mi.us>  
Cc: Vernon Gustafsson <vgustafsson@pontiac.mi.us>  
Subject: FW: Marimar LLC Alley Cat

Good Afternoon Garland,

Per the attached email, the Alley Cat Resolution for the Bistro license had two minor discrepancies that I believe we can address as scrivener error, and therefore modify the resolution.

First, we need to remove all references to the SDD liquor license. That's a packaged liquor (liquor store) license. The Council clearly intended to grant a Bistro license, not a liquor store license.

Second, we need to change all reference to "The Alley Cat Café" as "Marimar, LLC D/B/A The Alley Cat Café". This is consistent with their application to the City.

I have attached their attorney's correspondence. It requests other changes that should be disregarded, as they are beyond the confines of a scrivener error.

Anthony Chubb  
Giarmarco, Mullins & Horton, P.C.  
101 West Big Beaver Road

## Garland Doyle

---

**From:** Garland Doyle  
**Sent:** Friday, May 29, 2020 1:39 PM  
**To:** 'Anthony Chubb'  
**Cc:** Monique Sharpe; Vernon Gustafsson  
**Subject:** FW: Marimar LLC Alley Cat

-----Original Message-----

From: Anthony Chubb <achubb@gmhlaw.com>  
Sent: Tuesday, May 12, 2020 10:21 AM  
To: Monique Sharpe <MSharpe@pontiac.mi.us>; Garland Doyle <GDoyle@pontiac.mi.us>; lpeter@anafirm.com  
Subject: RE: Marimar LLC Alley Cat

Good Morning,

I agree with Ms. Sharpe.

Anthony Chubb  
Giarmarco, Mullins & Horton, P.C.  
101 West Big Beaver Road  
Tenth Floor Columbia Center  
Troy, Michigan 48084-5280  
Phone: (248) 457-7054  
Fax: (248) 404-6334  
Email: <mailto:achubb@gmhlaw.com>

\*Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. If you have received this electronic message in error, please notify us immediately at (248) 457-7000, and destroy the original message and all copies.\* -----Original Message-----

From: Monique Sharpe <MSharpe@pontiac.mi.us>  
Sent: Monday, May 11, 2020 4:05 PM  
To: Garland Doyle <GDoyle@pontiac.mi.us>; lpeter@anafirm.com  
Cc: Anthony Chubb <achubb@gmhlaw.com>  
Subject: RE: Marimar LLC Alley Cat

Garland:

It is my position that the item would need a resolution indicating the changes.

I will defer to the City Attorney.

Thank you.

---

From: Garland Doyle

Sent: Monday, May 11, 2020 2:46 PM  
To: lpeter@anafirm.com  
Cc: Anthony Chubb; Monique Sharpe  
Subject: FW: Marimar LLC Alley Cat

Ms. Peters,

I am forwarding your request to the City Council Legislative Counsel and the City Attorney. I believe since you are asking for a name change and the type of license needs to be modified on the resolution, the City Council will have to approve the changes. These are substantial changes and a new resolution will have to be approved by the City Council. I do not think that these changes qualify as a scrivener's error and I could make them without the approval of the City Council.

Thank you

Garland S. Doyle, M.P.A.  
Interim City Clerk  
City of Pontiac  
Phone: (248) 758-3007

-----Original Message-----

From: Laura Peters [mailto:LPeters@anafirm.com]  
Sent: Monday, May 11, 2020 1:58 PM  
To: Garland Doyle <GDoyle@pontiac.mi.us>  
Subject: FW: Marimar LLC Alley Cat

WARNING: This email originated from outside of City of Pontiac. DO NOT click on any links or open any attachments unless you recognize the sender and are expecting the message.

Mr Doyle

I hope you are doing good and surviving this difficult time and you and your family are safe and healthy.

We represent Marimar, LLC doing business as Alley Cat.

I have been working with Donovan Smith over the last month trying to get the documents for the MLCC from the City of Pontiac. I understand the documents are on your desk but because the city is closed he can't get to them so I am hoping you are working remotely and will be able to assist us and our client.

Donovan had send me the city resolution which is attached stating that the applicant is the development area but there was a couple of issues with the resolution if you can change and resign, the changes are as follows:

1. The first page of the resolution, states SDD and SDM licenses, it is actually Class C and SDM license. It has the correct reference to the MLCC code in which the license will be issued but that part of the code is for Class C licenses. A SDD allows spirits to go like a convenience store and the Class C allows spirits by the glass.
2. Also on the same resolution we will need the name to be Marimar, LLC, the proposed license holder and not Alley Cat (which is the dba).

We will also need the following documents which don't have to be originals, they can be signed, scanned and email to me and I can get them to the correct person at the MLCC:

1. Sample certificate for the clerk to sign with the assessor affidavit and also the MLCC partially completed form which we will need completed and signed by the clerk too.
2. Assessor Affidavit
3. LCC 106 which is attached and partially completed.

Email or call my cell with any questions.

Thanks for your help and stay safe out there.

Laura

Laura Peters  
Legal Assistant to Kelly Allen  
Adkison, Need, Allen, & Rentrop, PLLC  
39572 Woodward Ave, Suite 222  
Bloomfield Hills, MI 48304  
(248) 540-7400 (Telephone)  
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