

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

SHEILA GRANDISON
Deputy City Clerk



OFFICE OF THE CITY CLERK
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: (248) 758-3200
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NOTICE OF PONTIAC CITY COUNCIL MEETING
April 28, 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 April 28, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-48. The agenda of the study session is attached Pursuant to Executive Order 2020-48, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-48 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 no later than 5:30 p.m. on April 28, 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 at least 24 hours in advance of the meeting.

Dated 4-24-2020, 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
District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

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

Website: http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

FORMAL MEETING

April 28, 2020

6:00 P.M.

150th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. April 14, 2020 Corrected Minutes
2. April 21, 2020 Study Session
3. April; 23, 2020 Special Meeting

Discussions

4. Proposed City Council Departmental Budget for Fiscal Year (FY) 2020/2021
Discussion Participants: Irwin Williams, Interim Finance Director Plante Moran, Mayor and City Council
5. Discussion Regarding Providing Council with Hard Copies of all Budget Documents for FY2020-2021
Budget
6. Discussion Regarding the Extension of the Deadline for District 2 Vacancy

Recognition of Elected Officials

Agenda Address

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>

Agenda Items

Resolutions

City Clerk

7. Resolution to approve the job description of the Special Assistant to the City Clerk
8. Resolution to approve a budget amendment for fiscal year 2019/2020 to establish the following account in Medical Marihuana Applications Dept (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.
9. Resolution to approve a budget amendment for fiscal year 2019/2020 to transfer \$20,000.00 from Elections Dept (191) account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00.

City Council

10. Resolution to approve a budget amendment for fiscal year 2019/2020 that Seven Million (**\$7,000,000.00**) Dollars be taken from the general fund (**101**) and allocated to the Phoenix Center (**585-564-974.035**) for parking structure repairs.

Planning

11. Resolution to approve payment in lieu of taxes agreement for Wallick Communities, 191 N. Glenwood Ave., PIN 64-14-21-302-001. (**The Administration has requested that this item be deferred until May 5, 2020.**)

Department of Public Works (DPW)

12. Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Vanguard Drive, which title was acquired by the City on July 25, 2019, that: (1.) the center line of said street is described as: **ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT R.O.W.)** Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING; thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING. All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records. (2.) Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac. (3.) Vanguard Drive is a public street and is for public street purposes. (4.) Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.
13. Resolution to authorize the Mayor to sign the MDOT funding agreement for the CenterPoint Parkway Construction Project.

Special Presentations (Presentations are limited to 10 minutes.)

14. Proposed Changes to City's Snow Ordinance and its Impact on DPW Budget and Operations.
Presentation Presenter: Dan Ringo, Interim DPW Director.

15. Amazon Project Update.

Presentation Presenter: Mike Wilson, Building & Safety Director, Wade Trim.

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

4-14-20

**Official Proceedings
Pontiac City Council
147th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, April 14, 2020 at 6:00 p.m. by Council President Kermit Williams.

Invocation

Deputy Mayor Jane Bais-DiSessa

Pledge of Allegiance

Roll Call

Members Present: Pietila, Taylor-Burks, Waterman, and Williams.

Members Absent: Carter and Miller.

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Council Members

20-138 **Excuse Councilmembers Randy Carter and Gloria Miller for personal reasons.**

Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Waterman and Williams

No: None

Motion Carried.

Councilwoman Gloria Miller arrived at 6:05 p.m.

Amendments to the Agenda

20-139 **Motion to add an Emergency Resolution to immediately authorize Mayor to Deep Clean and Sanitize all City Buildings at a cost not to exceed \$15,000. (Agenda Add-on item #8A)**

Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

20-140 **Motion to remove item #7 (Resolution to appoint Coleman Yoakum to fill District 2 Vacancy for term ending December 31, 2021 and no Election in August 2020) from the agenda.**

Moved by Councilperson Miller and second by Councilperson Pietila.

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

No: None

Motion Carried.

Motion to add Resolution for Council not to make an appointment but add the vacancy to the August 4, 2020 Primary Election. Moved by Councilperson Miller no second. Motion Failed.

Approval of the Amended Agenda

20-141 **Approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Williams, Pietila, Taylor-Burks and Waterman

No: Miller

Motion Carried.

Approval of the Minutes

20-142 **Approve meeting minutes for April 7, 2020 as amended. Amendment Councilperson Pietila was incorrectly recorded as voting no on resolution 20-136. Councilperson Pietila had left the meeting.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried.

Councilman Randy Carter arrived at 6:28 p.m.

Discussion

City of Pontiac COVID 19 Preparedness and Response Plan

Resolutions

City Council

20-143 **Resolution to open the appointment process to all residents of District 2 and the Council would select a District 2 resident to fill the vacancy.** Moved by Councilperson Carter and second by Councilperson Pietila.

WHEREAS, the recent death of Councilman George Williams, District 2 has created a vacancy that needs to be filled on the Pontiac City Council, and;

WHEREAS, section 3.118 of the Home Rule Charter of the City of Pontiac states “a vacancy on the Council may be filled by appointment of a registered elector of the district affected by a majority of Council members remaining. The appointee serves out the unexpired term or until a successor is elected. However, the term of a member may not be extended by resignation and subsequent appointment.”, and;

WHEREAS, the Council has chosen to make an appointment for the unexpired term ending on December 31, 2021; and,

WHEREAS, the Council is allowing any registered voter of District 2 who has resided in District 2 for at least a year before apply to fill the Council vacancy; and

WHEREAS, the Council has instructed the City Clerk publish the notice of the vacancy in the Oakland Press as well as on the City Clerk's website <http://pontiaccityclerk.com>, Facebook page and other venues to promote the vacancy. Also, the Clerk is instructed to ask the I.T. division to post the notice of the vacancy of the City's website <http://pontiac.mi.us>

NOW, THEREFORE IT BE RESOLVED, that the City Council approves the process for filling the City Council District 2 vacancy for the term ending December 31, 2021.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman and Williams

No: None

Resolution Passed.

20-144 **Suspend the rules to discuss Timeline for Council Vacancy District 2.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Carter

No: None

Motion Carried.

Department of Public Works

20-145 **Resolution to authorize the Mayor to enter into an Agreement to extend Agreement with North Bay Drywall, Inc. Profit Sharing Plan & trust, for the period of time from April 1, 2020 through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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, the agreement expires on April 1, 2020.

Now Therefore, Be It Resolved, That the City of Pontiac City Council approves the Mayor entering into an Agreement to extend that Agreement for the period of time from April 1, 2020, through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by

the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.

Ayes: Pietila, Waterman and Williams

No: Taylor-Burks, Carter and Miller

Resolution Failed.

20-146 **Emergency Resolution to Immediately Authorize Mayor to Deep Clean and Sanitize All City Buildings at a cost not to exceed \$15,000.00. (Agenda Ad-on)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, in an effort to mitigate the spread of COVID-19, Mayor Waterman has directed that all City facilities be deep cleaned, disinfected and sanitized; and

Whereas, in an effort to support the small business community, Administration has further directed to contract with the following qualified businesses: RNA RM, Elite Cleaning Team LLC, and Restoration 1 to provide cleaning, disinfecting and sanitation services; and

Whereas, the following City owned facilities will be professionally cleaned, disinfected, and sanitized: 50th District Court, Ruth Peterson Senior Center, Bowens Senior Center, Pontiac Youth Recreation and Enrichment Center (PYREC), and City Hall offices.

Now, Therefore Be It Resolved, that in an effort to mitigate the spread of the COVID-19, that the Mayor be immediately authorized to contract with RNA FM, Elite Cleaning Team and Restoration 1 in an amount not to exceed \$15,000 for the cleaning, sanitizing and disinfecting of the following City facilities: City Hall, 50th District Court, PYREC, and the Ruth Peterson and Bowens Senior Centers.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila

No: None

Resolution Passed.

Special Presentations (Presentations are limited to 10 minutes.)

COVID-19; Small Business Support & Referral Program & Individual Labor & Relief Programs
Presentation Presenters: Matt Gibbs, Economic Development Counsel and Mayor Waterman.

IDS Phoenix Center Update

Presentation Presenters: Vince Deleonardis, CEO, AUCH, and Dave DiCiuccio, IDS

Public Comment

Three individuals submitted a public comment that was read by the City Clerk.

Closing Comments

April 14, 2020 Formal Corrected Minutes

Mayor Waterman, Interim City Clerk Doyle, Councilwoman Doris Taylor-Burks, Councilwoman Mary Pietila, Councilwoman Patrice Waterman, Councilwoman Gloria Miller, President Pro-Tem Randy Carter and President Kermit Williams made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 8:08 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

MINUTES

4-21-20

April 21, 2020 Study

**Official Proceedings
Pontiac City Council
148th 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, April 21, 2020 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Amendments to the Agenda

20-147 **Motion to amend the agenda to add resolution to authorize the Mayor to extend agreement with North Bay Drywall, Inc. from April 1, 2020 through November 1, 2020 at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks and Waterman

No: Miller, Williams and Carter

Motion Failed.

20-148 **Motion to amend agenda to add an Emergency Resolution to Authorize the Mayor to extend agreement with North Bay Drywall, Inc. from April 21, 2020 through November 1, 2020 at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks and Waterman

No: Williams, Carter and Miller

Motion Failed.

Approval of the Agenda

20-149 **Approve the agenda as is.** Moved by Councilperson Carter and second by Councilperson Miller.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila

No: None

Motion Carried.

April 21, 2020 Study

Approval of the Minutes

The minutes were not approved. The Clerk will submit the April 14, 2020 corrected minutes for approval at the April 28, 2020 meeting.

Public Comment

Four individuals submitted a public comment that was read by the City Clerk.

Discussion

Status of John Balint's position in the Department of Public Works (DPW).
He is serving as the City Engineer.

Suspend the rules

20-150 **Suspend the rules to vote.** Move by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Williams, Carter, Miller, Pietila, Taylor-Burks and Waterman

No: None

Motion Carried.

Ordinance

Planning

20-151 **Adoption of an Ordinance the "City of Pontiac Tax Exemption Ordinance" for Glenwood Senior Apartments located at 191 N. Glenwood Avenue PIN 64-14-21-302-001. (Second reading) This is the Wallick Communities' request for a PILOT for Glenwood Plaza.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Williams, Pietila, Taylor-Burks and Waterman

No: Carter and Miller

Ordinance Adopted.

***Ordinance attached as Exhibit A**

Communication from the Mayor

Bring back next week the DPW report on the effect of Snow Ordinance Changes on DPW Budget and Operations.

Prepared by Dan Ringo, Interim DPW Director.

Adjournment

Council President Kermit Williams adjourned the meeting at 8:06 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

CITY OF PONTIAC

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE FOR GLENWOOD SENIOR APARTMENTS

ADOPTED: _____

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Pontiac is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Pontiac will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Pontiac acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a 106-unit housing project identified as Glenwood Senior Apartments on certain property located at 191 N Glenwood Avenue, parcel identification number 64-14-14-21-302-001, in the City of Pontiac to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. All terms in this Ordinance shall be defined as set forth in the Act, except as follows:

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. Sponsor means Wallick Communities, Pontiac Housing Commission and any entity that receives or assumes a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Glenwood Senior Apartments is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Glenwood Senior Apartments and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Pontiac acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Pontiac and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 30th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program, but not to exceed 30 years commencing upon the final unit being placed in service for LIHTC purposes.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on _____, as provided in the City of Pontiac Charter.

, Mayor

, Clerk

Date Proposed: _____

Date Enacted: _____

Date published as enacted: _____

Effective date: _____

#3

MINUTES

4-23-20

April 23, 2020 Special

**Official Proceedings
Pontiac City Council
149th Session of the Tenth Council**

A Special Meeting was called by Mayor Waterman for Thursday, April 23, 2020 at 9:30 am for a City Council Budget Work Session to discuss and receive input for the City Council Departmental budget for FY 2020/2021.

Call to order

The meeting was called to order electronically by Councilwoman Patrice Waterman at 9:32 a.m.

Roll Call

Members Present: Pietila, Taylor-Burks and Waterman.

Members Absent: Carter, Miller and Williams.

Mayor Waterman was present.

Clerk announced no quorum.

There was discussion about if the meeting could proceed without a quorum. Since there was no quorum, no action could be taken on the agenda. Councilwoman Patrice Waterman asked if there were any public comments. The Clerk announced there was no public comments. Since there were no public comments, the meeting was adjourned.

Adjournment

Councilwoman Patrice Waterman adjourned the meeting at 9:47 a.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#4

Discussion

BUDGET REPORT FOR CITY OF PONTIAC

Fund: 101 General Fund

Calculations as of 06/30/2020

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	2019-20 ACTIVITY THRU 06/30/20	2019-20 PROJECTED ACTIVITY	2020-21 DEPARTMENT REQ. BUDGET	2020-21 FINANCE REC. BUDGET
Dept 101 - City Council						
101-101-702.000	Salaries & Wages	254,850	123,774	228,298	278,350	278,350
101-101-715.000	F.I.C.A. - City Contribution	19,496	9,450	17,365	21,294	21,294
101-101-716.000	MEDICAL INSURANCE	19,125	3,327	5,479	25,416	25,416
101-101-717.000	Life Insurance	1,982	364	639	2,284	2,284
101-101-718.500	MERS EMPLOYER CONTRIBUTIONS	9,404	1,169	1,925	6,507	6,507
101-101-719.000	Workers Compensation Insurance	754	359	591	648	648
101-101-719.001	Dental Insurance	706	61	706	1,297	1,297
101-101-727.000	Office Supplies	5,000	1,734	2,448	2,500	2,500
101-101-728.000	Postage	31,000	2	62	31,000	31,000
101-101-730.000	Publications & Maps	1,000		1,000	1,000	1,000
101-101-731.003	COMPUTER EQUIPMENT	1,500	868	1,500	2,500	2,500
101-101-804.000	Legal Services	80,000	1,416	80,000	125,000	125,000
101-101-804.018	Legal Services-Giarmarco Mullins	25,000	39,070	51,970	10,000	52,000
101-101-805.001	Audit Compliance Fee	53,200	35,000	53,200	53,200	53,800
101-101-807.000	Services - Membership Dues	20,050	19,895	19,895	21,500	21,500
101-101-808.101	DISTRICT PROJECTS	48,000	1,500	1,500	98,000	98,000
101-101-818.000	Other Professional Services	50,000	1,753	5,493	50,000	50,000
101-101-851.000	SERVICES - COMMUNICATIONS-TELEPHON	615	1,079	1,492	1,560	1,560
101-101-852.010	SERVICES - CABLE TV/INTERNET	5,849	4,078	6,190	6,560	6,560
101-101-861.000	Travel Expenses	15,000		15,000	15,000	15,000
101-101-901.000	Printing and Bindery Service	1,200		100	1,200	1,200
101-101-914.000	Insurance Property Coverage	44,144	29,429	44,144	49,055	49,055
101-101-931.001	Services - Building Maintenance	2,500		2,500	2,500	2,500
101-101-942.000	Services - Equipment Rentl Non-Cit	120	19	120	120	120
101-101-942.002	COPIER SUPPLES	200	147	200	200	200
101-101-957.002	Training Expense	2,000	539	2,000	2,000	2,000
101-101-959.000	Miscellaneous Expenses	20,000	1,467	20,000	25,000	25,000
NET OF REVENUES/APPROPRIATIONS - 101 - City Council		(712,695)	(276,500)	(563,817)	(833,691)	(876,291)

City Council	Corrections per	Change to		Currently in BS&A			
	Mayor's approval	Current Salary	% Increase	FY 2021 Finance Rec	Current Salary	\$ Increase	% Increase
Sharpe, Monique	\$ 95,000.00		0.00%	\$ 97,850.00	\$ 95,000.00	\$ 2,850.00	3.00%
Legislative Fiscal Analyst 1				\$ 65,000.00	\$ 65,000.00	\$ -	0.00%
WATERMAN, PATRICE				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
WILLIAMS, GEORGE				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
WILLIAMS, KERMIT				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
BURKS, DORIS				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
CARTER, RANDOLPH				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
Miller, Gloria				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
PIETILA, MARY				\$ 16,500.00	\$ 16,500.00	\$ -	0.00%
				\$ 278,350.00	\$ 275,500.00	\$ 2,850.00	3.00%

#7

RESOLUTION

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

SHEILA GRANDISON
Deputy City Clerk



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

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: April 23, 2020

RE: Special Assistant to the City Clerk and Medical Marihuana Budget Amendment

I am respectfully requesting that you approve the job description for the Special Assistant to the City Clerk and the medical marihuana applications (Dept 255) budget amendment. These two items are necessary for me to begin the review process of the medical marihuana applications. As I mentioned during the City Council Finance Subcommittee on April 14, 2020, I have been working with Attorney Matt Gibb to resolve outstanding issues so the review process can begin in May.

In order for the process to begin, I need your honorable body to approve these two items as well as the additional budget amendments listed in the attached spreadsheet under 2019-20 amended budget that will be presented on May 5, 2020.

Additionally, it is my plan to present the following agreements for your consideration on May 5, 2020 as well.

1. Robert Huth, Esq., Kirk Huth Lange and Badalamenti, PLC (Professional Expert-Legal Advisor to the City Clerk)
2. Jill Bahm, AICP, Partner, Giffels Webster (Professional Expert-Planning Advisor to the City Clerk)
3. John Fraser, Esq., Grewal Law PLLC (Hearing Officer)

If your honorable body approves the budget amendments and the agreements and the Mayor signs the all of the agreements, I will be able to begin the review process the second week of May.

On the other hand if the amendments or agreements are not approved or not signed by the Mayor, the start of the review process will be delayed.

Thank you for your consideration.

cc: Mayor Waterman

Budget Report for City of Pontiac

GL Number	Description	2019-20 BUDGET	2019-20 Amended BUDGET	2020-21 Dept Request BUDGET	TOTAL
Dept 255 - MEDICAL MARIHUANA APPLICATIONS					
PERSONNEL SERVICES					
101-255-702.000	Salaries & Wages (2020-21 .25 FTE,			\$ 11,250.00	\$ 11,250.00
SUPPLIES					
101-255-727.000	Office Supplies		\$ 2,500.00	\$ 100.00	\$ 2,600.00
101-255-728.000	Postage		\$ 100.00	\$ 400.00	\$ 500.00
101-255-731.003	Computer Equipment		\$ 100.00	\$ 400.00	\$ 500.00
OTHER SERVICES AND CHARGES					
101-255-804.000	Legal Services	\$ 10,500.00	\$ 1,000.00	\$ 9,500.00	\$ 10,500.00
101-255-804.001	Legal Services- Legal Advisor to CC		\$ 16,000.00	\$ 69,000.00	\$ 85,000.00
101-255-804.018	Legal Services - Giarmarco Mullins	\$ 50,000.00	\$ 32,791.82	\$ 17,208.18	\$ 50,000.00
101-255-816.006	PROF. SERV - MED MARIHUANA APPLICATIONS*	\$ 8,395.00	\$ 8,395.00		\$ 8,395.00
101-255-816.007	PROF. SERV - FINANCIAL ADVISOR TO CC	\$ 120,000.00	\$ 14,000.00	\$ 61,000.00	\$ 75,000.00
101-255-816.008	PROF. SERV - HEARING OFFICER	\$ 30,000.00	\$ 2,500.00	\$ 42,500.00	\$ 45,000.00
101-255-816.009	PROF. SERV - Planning Advisor to CC		\$ 15,000.00	\$ 60,000.00	\$ 75,000.00
101-255-851.000	SERVICES - COMMUNICATIONS-TELEPHONE			\$ 100.00	\$ 100.00
101-255-852.010	SERVICES - CABLE TV/INTERNET			\$ 100.00	\$ 100.00
101-255-902.004	Ordinances			\$ 100.00	\$ 100.00
101-255-902.005	Public Notices		\$ 1,000.00	\$ 100.00	\$ 1,100.00
101-255-942.002	COPIER SUPPLIES		\$ 100.00	\$ 100.00	\$ 200.00
249-371-818.000	Building		\$ 5,685.60	\$ 25,016.64	\$ 30,702.24
101*458-818.000	Police		\$ 6,656.00	\$ 29,286.40	\$ 35,942.40
	Planning		\$ 11,500.00	\$ 50,500.00	\$ 62,000.00
	Fire			\$ 7,675.56	\$ 7,675.56
101-206-818.000	Finance/Income Tax		\$ 176.40	\$ 776.16	\$ 952.56
101-253-818.000	Finance/Treasury		\$ 228.80	\$ 1,006.72	\$ 1,235.52
	DPW/WRC		\$ -	\$ 22,088.16	\$ 22,088.16
Totals for Dept 255 - MEDICAL MARIHUANA APPLICATIONS		\$ 218,895.00	\$ 117,733.62	\$ 408,207.82	\$ 525,941.44

Medical Marihuana Application Fees (108 x \$5000.00)

\$ 540,000.00

Giarmarco Mullins Legal Expenses as of March 6, 2020 \$19,760.90

May 5, 2020 budget amendments noted in red.



RESOLUTION TO APPROVE THE JOB DESCRIPTION OF THE SPECIAL ASSISTANT TO THE CITY CLERK

WHEREAS, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approve the job description and salary of the Special Assistant to the City Clerk.

Special Assistant to the City Clerk

FLSA: Administrative exemption

Summary:

An incumbent in this position will support the City Clerk by assisting with the formulation of policies, establishing and maintaining necessary procedures, records and reports, coordination of Medical Marijuana application review process, special projects and perform additional duties as required.

Supervision

Supervision Received: Works independently under the general supervision of the City Clerk.

Supervision Given: The position does not have any supervisory responsibilities.

Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer- and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- Operates PC-based computer system and other office equipment.
- Errors could result in the damage to or loss of information resulting in financial or legal consequences to the City.

Essential Functions

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

- Completes a broad variety of administrative tasks for the Clerk including: composing and preparing correspondence that is sometimes confidential.
- Researches, prioritizes, and follows up on incoming issues and concerns addressed to the Clerk including those of a sensitive or confidential nature. Determines appropriate course of action, referral, or response.
- Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion, often with deadline pressures.
- Special projects as assigned by the Clerk.
- Prepare spreadsheets, financial and other reports.
- Make suggestions and recommendations for improvements in methods and procedures.
- Analyze statistical data, report and other information.

Perform the following duties as it relates to the Medical Marijuana Application review process:

- Review proof of ownership of the entire premises where in the Medical Marijuana facility is to operated; or written consent from the property owner for the use of the premises and a manner requiring licensure under this ordinance along with a copy of the lease for the premises.
- Review LARA application documents

- Review proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marijuana Facilities Licensing Act or applicable State Laws
- Review affidavit that the transfer of Marijuana to and from the Medical Marijuana facilities shall be in compliance with the MMMA and the Medical Facilities Licensing Act or other applicable State Laws
- Review application in its entirety and certify all required materials have been presented and approved by various departments of the City Section 8©(23) no default to the City Review for 50th District court
- Prepare applications for appeals with hearing officer and/or commission
- Prepare permits or denial letters
- Perform other duties as assigned

Recommended Minimal Qualifications

Education, Training, and Experience: Bachelor's degree in accounting, business administration, finance, or public administration and at least one year of experience. In lieu of a bachelor's degree, the Special Assistant to the Clerk shall have an associate's degree in accounting, business administration, finance, or public administration and at least three years of experience

Knowledge, Ability, and Skill:

Knowledge:

- Knowledge of BS & A software; accounting software; inventory software; spreadsheet and word processing software.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to read and understand contract language.
- Ability to speak effectively before a group of persons.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability exercise professional judgement and maintain confidentiality when necessary.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to effectively present information and respond to questions from clients, customers, and the general public.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

- Ability to apply concepts such as fractions, percentages, and ratios, as well as, proportions to practical situations.
- Ability to interpret a variety of instructions furnished in written, oral diagram, or scheduled form.

Skills:

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.
- Mathematical skills that encompass concepts such as probability and statistical reference.

Physical Requirements

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

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; use hands to finger, handle, and feel, as well as talk and hear. Must be able to regularly lift and or move items up to ten pounds, occasionally lift items up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

Salary

Up to \$45,000 annually

#8

RESOLUTION

Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) includes Medical Marihuana Applications Dept (255); and

Whereas, the City of Pontiac received its first medical marihuana application on August 8, 2019; and

Whereas, the 21 day application period for provisioning centers was January 6-27, 2020. The City received 103 provisioning center applications. As of March 6, 2020, the City has received a total of 108 medical marihuana applications including 3 grower, 1 processor and 1 secure transporter applications; and

Whereas, budget amendments to the Medical Marihuana Applications Dept (255) are necessary to begin the medical marihuana application review process; and

Whereas, the City Clerk is requesting that Finance establish the following account in Dept (255) account 101-255-727.000 office supplies; and

Whereas, the City Clerk is requesting to transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies; and

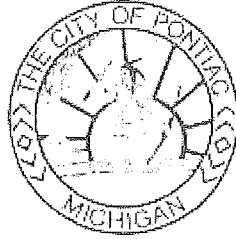
Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to establish the following account in Dept (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.

#9

RESOLUTION

Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) Elections Dept (191) budget includes an appropriation for salaries and wages account 101-191-702.000; and

Whereas, the City Clerk is requesting to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00; and

Whereas, these transfers are necessary to pay invoices and ensure that the City is in compliance with the Charter by publishing ordinances; and

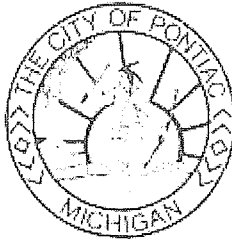
Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept (215) account 101-215-902.004 ordinances \$19,000.00.

#10

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Emergency Manager seeking to cut costs, sought to demolish the Phoenix Center which triggered a lawsuit with Ottawa Towers; and,

WHEREAS, the city's Legal Department, after several unsuccessful appeals, advised the Pontiac City Council to enter into a settlement agreement with Ottawa Towers; and,

WHEREAS, the City of Pontiac entered into a settlement agreement with Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust on November 1, 2018; and,

WHEREAS, the parties participated in mediation and agreed upon the material terms of the settlement of their disputes; and,

WHEREAS, in consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center, the City was required to pay Three Million Five Hundred Thousand (\$3,500,000.00) Dollars upon execution of all settlement documents in addition to Three Hundred and Fifty Thousand (\$350,000.00) Dollars in full and final reimbursement for all attorney fees and costs; and,

WHEREAS, the section entitled Maintenance, Repair and Improvements to the Phoenix Center and Tunnel, more specifically, section 6.2 of the settlement agreement, requires that in addition to the payments set forth in the Agreement, the City shall pay up to Six Million (\$6,000,000.00) Dollars over a ten (10) year period beginning as of the Effective Date of the Agreement for the maintenance and capital repair of and improvements to the Phoenix Center necessary to bring and maintain the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition).

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council desires to comply with the settlement agreement and to restore the Phoenix Center to working order.

BE IT FURTHER RESOLVED, that the Pontiac City Council in satisfaction of the Settlement Agreement as well as being good stewards and overseers of the funds of the city; hereby requests a budget amendment and that Seven Million (\$7,000,000.00.) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974.035) for parking structure repairs.

#11

RESOLUTION

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

between

GLENWOOD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION,
LIMITED PARTNERSHIP

and

The City of Pontiac

Dated _____, 2020

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is made and entered into as of the ____ day of _____, 2020, by and between GLENWOOD SENIOR LIMITED DIVIDEND HOUSING ASSOCIATION, LIMITED PARTNERSHIP, a Michigan limited partnership (Developer), and the CITY OF PONTIAC, a municipal corporation (City). (Developer and the City are collectively referred to in this Agreement as the Parties and are individually referred to as a Party.)

WHEREAS, the Developer is a developer as evidenced in provided formation documents of a limited dividend housing association limited partnership, formed in Michigan, to own the Project and is typically eligible to be exempt from paying applicable property taxes;

WHEREAS, the Developer, upon being issued all applicable land use entitlements from the City, proposes to develop the real property located at 191 N. Glenwood Avenue (Parcel Number: 64-14-21-302-001 (Property), and plans to build 106 apartment units at the former McCarroll School, with associated site improvements (Project), as shown on the plans attached hereto as Exhibit A;

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the City for the term of this Agreement, in lieu of payment of real property taxes on the Property when the Project is completed, that would have otherwise been received by the City and placed into the City's General Fund, but for the Developer's exemption from payment of real property taxes (Exemption);

WHEREAS, because both the Developer and the City believe it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made in lieu of the Exemption for the term of this Agreement to compensate the City for General Fund revenue losses resulting from the Exemption;

WHEREAS, the payments made hereunder in lieu of the Exemption over the life of this Agreement are the real property tax payments payable to the City that would otherwise be required based upon the full and fair cash valuation of the Property with the Project completed;

WHEREAS, in consideration of the recitations set forth above, the City has been authorized by its City Council to enter into this Agreement with the Developer, by adoption of an Ordinance entitled "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments" pursuant to the authority granted under the State Housing Authority Act of 1966 (1966PA346, as amended, MCL125.1401 et seq); and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

- 1) PILOT Term. The term of this Agreement shall continue in accordance with the

City of Pontiac Ordinance for Glenwood Senior Apartments, a copy of which is attached hereto as Exhibit A. Notwithstanding anything contrary in this Agreement, If Developer does not purchase the Property on or before December 31, 2023, then this Agreement shall be automatically terminated.

2) Payment in Lieu of Property Taxes. As set forth in the City of Pontiac Ordinance for Glenwood Senior Apartments, this Agreement shall be effective from and after the commencement of construction or rehabilitation, evidenced by a Notice of Commencement.

a) During the PILOT Term, the Developer agrees to pay to the City and the City agrees to accept from Developer, annual payments calculated in the following manner;

4% of the Annual Shelter Rents actually collected by the Project during each operating year. Annual Shelter Rents mean the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Annual payments are in lieu of real property taxes that would otherwise be payable to the City from real property taxes that would have been attributable to the Property with the completed Project but for the Exemption (the Payments in Lieu of Taxes). Annual Payments in Lieu of Taxes shall be made in advance of the beginning of the City's fiscal year for which the payment applies. In accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, each Payment In Lieu of Taxes to be paid by the Developer to the City hereunder will be payable to the City on June 30 of each respective year for the previous fiscal year during the Term of this Agreement (the Due Date). In addition, if the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

b) In the initial year of this Agreement, the Payment in Lieu of Taxes amount shall be pro-rated based on the remaining term of the first year of this Agreement compared with the beginning of the following City fiscal year. The initial pro-rated Payment in Lieu of Tax payment will be due on June 30 of the year following the partial initial year. If the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

c) The City agrees, during the term of this Agreement, this Agreement will exclusively govern the payments of all real and applicable personal property taxes the Developer would have been obligated to make but for the Exemption; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for services provided by the City to the Project, including, but not limited to, water, solid

waste and wastewater services, if any. The City agrees the City will not assess any real property taxes to the Developer regarding the Project or the Property other than the Payments In Lieu of Taxes described in this Agreement. If the Developer at any time is required to pay real property taxes, then the Payment In Lieu of Taxes shall be reduced by the amount of those real property taxes received by the City.

d) Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.

3) Developer Conditions and Obligations. As express conditions precedent to this Agreement, and as ongoing obligations, the Developer agrees to the following during the term of this Agreement:

- a) *Contracted Trades.* For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.
- b) *Workforce Development.* Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

For conditions 3(a) and 3(b), Developer shall submit a report annually showing the sources of job postings, the number of Pontiac residents interviewed, and at least one local job services center or resource used to assist in screening for hire Pontiac residents. The report shall also include the total number of employees at the Project, and the total number of Pontiac residents employed.

- c) *Security Plan.* In lieu of providing a staffed security guard, Developer's Security Plan includes security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement. Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management on its use in the annual reporting described in 3(e)(iii), below. As a condition of waiving a staffed security guard, the Developer shall submit a report to the City, not less than quarterly, indicating that the security cameras, and monitoring equipment, are in working order, and that all staff have been trained in their maintenance and operation.
- d) *Affordability.* Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.

e) *Management and Maintenance.* Day to Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption granted herein. As such;

(i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

(ii) The City may inspect the Project annually for ordinance, code or other lawful purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

(iii) The Developer shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than \$10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use, such report being a summary report of all quarterly reports.

4) Notice of Non-Compliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

5) Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

- a) Meet and Confer/Mediation Process. Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.
- b) Hearing Before City Council to Determine Compliance. If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.
- If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, and the time for performance is not extended, the City Council may by subsequent noticed hearing terminate or modify this Agreement.
- c) Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits,

loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

In the event the City requires court action to enforce the above terms, the prevailing party shall be entitled recovery of all costs and fees incurred, at the discretion of the Court.

6) Successors and Assigns; Recording. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the Developer and its related party affiliates; provided, that such successor or assign is an eligible counterparty to this Agreement and the obligations created hereunder will run with the Property and the Project. If Developer sells, transfers, leases or assigns the Property all or substantially all its interest in the Project, then this Agreement will, thereafter, be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

7) Statement of Good Faith. The Parties agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent such value is determinable as of the date of this Agreement. Each Party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge this Agreement is fair and mutually beneficial to them because it fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8) Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9) Invalidity. If, for any reason, it is ever determined by the state of Michigan, or by any other court of competent jurisdiction, that any material provision of this Agreement is unlawful, invalid or unenforceable, then the Parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an amended agreement.

10) Notices. All notices, consents, requests, or other communications provided for or

permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:

Glenwood Senior Limited Dividend Housing Association, Limited Partnership
c/o Wallick Communities
Attn: Asset Management
160 W. Main Street, Suite 200
New Albany, OH 43054

To the City:

Office of the Mayor
47450 Woodward
Pontiac, MI 48342

Delivery of the Payment In Lieu of Taxes to the City:

City of Pontiac
Attn: Finance Division
47450 Woodward
Pontiac, MI 48342

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11) Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement.

12) Covenants of Developer. During the term of this Agreement, the Developer will not voluntarily do any of the following:

- a) Seek to invalidate this Agreement except as expressly provided herein;
- b) Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement.

13) Covenants of the City. During the term of this Agreement, the City will not do any of the following:

- a) Seek to invalidate this Agreement;
- b) Seek to collect from the Developer any property tax upon the Property or the improvements thereon in addition to the amounts established herein;
- c) Impose any lien or other encumbrance upon the Property or the improvements thereon except as is expressly authorized by law; or
- d) Take any affirmative action in support of the bifurcation of the taxation

of real and personal property.

e) The City shall provide the Municipal Services consistent with services then provided to similar multiple family residential housing developments within the City. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the City. This Agreement shall not be construed to impose any additional obligations upon the City to provide such services than otherwise required by law.

14) Representations of City. The City represents and warrants to the Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, including the valid and enforceable passage of the City of Pontiac Ordinance for Glenwood Senior Apartments, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments are the legal, valid and binding obligation of the City and is enforceable in accordance with their respective terms.

15) Representations of Developer. The Developer represents and warrants to the City (i) it is duly organized and is authorized to conduct business in the State of Ohio, and (ii) it is authorized and has the power under the laws of the State of Ohio to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments, and (iii) the performance of its obligations hereunder or under the City of Pontiac Ordinance for Glenwood Senior Apartments will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of Developer enforceable in accordance with its terms.

[Signatures on the Next Page.]

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DEVELOPER:

Glenwood Senior Limited Dividend Housing Association, Limited Partnership, a Michigan limited partnership

By: WAM Glenwood Senior, LLC, an Ohio Limited liability company, a general partner

By: Wallick Asset Management LLC, an Ohio Limited liability company, its sole member

By: _____
John P. Leonard,
Senior Vice President

CITY OF PONTIAC:

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

City Attorney

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

EXHIBIT A

ORDINANCE

Attached.

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

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: April 15, 2020

RE: **Michigan Department of Transportation (MDOT) – Public Act 51
Reporting**

Public Act 51, as amended, requires that each incorporated city and village sign and submit the annual map and request changes to the Data Inventory and Integration Division of MDOT.

It is the duty of the municipalities Street Administrator to prepare this report and map and ensure the submittal to the appropriate MDOT division by June 30, 2020.

This map indicates miles of local and major streets within our street system. When MDOT certifies this map the miles become a legal document. The certified mileage is a part of the formula utilized by MDOT to calculate the City of Pontiac's share of state revenues.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the following resolution be passed by Pontiac's City Council.

WHEREAS, the City of Pontiac did, on July, 25, 2019, acquire title to Vanguard Drive, and;

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and;

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

**ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT
R.O.W.)**

Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac,
Oakland County, Michigan being more particularly described as:

A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING;

thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING.

All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records.

2. Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.
3. Vanguard Dive is a public street and is for public street purposes.
4. Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.

#13

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

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 of Public Works

DATE: April 15, 2020

RE: MDOT Centerpoint Parkway Funding Agreement

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the Centerpoint Parkway Construction project. This project is partially funded through MDOT Category-A funds totaling \$4,529,410. The total estimated cost of the project is \$5,376,000, with the City's portion of the project \$846,590. This project is budgeted in fiscal year 2020/21. A special thanks to Mr. Ishbia of United Shore for providing the City with a \$500,000 donation in order to assist the City with the required match dollars for the project.

The Category-A grant funding from the Michigan Department of Transportation is provided due to economic development in certain areas, thus affecting the roadway. This particular grant was made available due to the expansion of the United Shore property as well as Williams International and Challenge MFG. The project work includes the removal and replacement of the concrete on Centerpoint Parkway from Opdyke up to South Boulevard. This includes pavement and curb and gutter. We will also be upgrading some sidewalk and ADA ramps along this route.

This project will be bid locally through the City of Pontiac and we anticipate the start of construction by mid-June.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the Centerpoint Parkway Construction Project:

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2020/21 Major Street budget,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the Centerpoint Parkway Construction Project

JVB

attachments

TED (A)
NON FED

COM
Control Section EDA 63000
Job Number 206869CON
Contract No. 19-5131

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated March 7, 2019, attached hereto and made a part hereof:

Roadway reconstruction and resurfacing work along Centerpoint Parkway from South Boulevard to Opdyke Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENTS current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owners protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owners protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 95 percent of the approved and responsible low bid amount, or (2) \$4,529,410. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$4,529,410. The grant includes those activities of preliminary

engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 95 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING

PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 1340 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

#14

PRESENTATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

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 of Public Works

DATE: April 15, 2020

RE: **DPW Snow Operations Update and Ordinance Change for Snow Removal
on Local Roads**

As requested by the City Council, the Department of Public Works reviewed its current snow operations and the additional costs which would be incurred to provide services comparable to surrounding communities as well as improve its ability to respond at 3" per snow occurrence juxtaposed to 6". The following report and data provide the department's findings as well as the requested ordinance change City Council requested.

The expected minimum increase in labor and auxiliary costs are around \$500,000. This number derives from our current costs to provide these services at 6". There are several options which council may consider bolstering current DPW snow operations provided in this report.

Included in this report are infrastructural, equipment and additional labor requests that total an estimated \$7,555,000. Among these items include a DPW building, salt barn and various upgrades to our vehicle fleet.

DR

Attachments



Executive Summary



- The Department of Public Works has researched the costs and equipment upgrades necessary to set its snow operations on par with surrounding communities i.e., Auburn and Rochester Hills.
- Per council's request, the city attorney has prepared an ordinance change requiring snow deployment for local roads from 6" to 3".

Options To Put Pontiac on Par with Surrounding Communities

***The following options take into consideration industry standards to bolster capability in snow delivery services.**

○ OPTION 1: Hire 2 full time CDL Drivers

$\$62,816/\text{driver} \times 2 = \$125,632$

○ OPTION 2: Purchase 2 dump trucks & hire 2 full time CDL drivers

$\$190,000/\text{vehicle} \times 2 + \$62,816/\text{driver} \times 2 = \$505,632$

○ Option 3: Hire dedicated contractor with 7 additional vehicles

Average episode cost: $\$32,000 \times \text{estimated } 10 \text{ occurrences} = \$320,000$

○ Option 4: Work with adjacent communities to plow in Pontiac

Labor costs 20% over City of Pontiac & Vehicle costs the same

Timing would not benefit the City as resources would not be available until plowing is completed in home community.

Overview of Change Requests

- The cost to change the ordinance from 6" to 3" will cost the city at minimum an estimated \$500,000 annually.
- An additional investment in equipment and vehicles will also be required to meet the demand.

PONTIAC DPW Numbers

- **DPW operates a 6 Large Dumps, 2 Small Dumps and 2 pickups**
- **We have 6 CDL drivers and 3 non-CDL drivers for the pickups. That is taking the sanitation and facilities tech to support that**
- **169 major and 330 lane miles both larger than Rochester and Auburn Hills**
- **Our available field staff to complete snow is at 9 FTEs. This is significantly short of both Rochester and Auburn Hills**

Options To Put Pontiac on Par with Surrounding Communities

○ OPTION 1: Hire 2 full time CDL Drivers

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Timing would not benefit the City as resources would not be available until plowing is completed in home community.

Immediate Recommendations

- Option 1: Hire 2 full time CDL drivers = **\$125,632**
- Phase in Option 2 = **\$505,632**
- Immediate End Goal: Purchase a total of 7 dump trucks and hire 7 additional full time CDL drivers. Phase in as resources are available for a total of **\$631,264**

Permanent Recommendations

Year	Amount	Existing Trucks	New Truck Equip Needed	Total Price
		International Tandem		
2009	4	Axle Dump		
			International Tandem Axle	
2020	2		Dump	480,000
		International Single Axle		
2009	2	Dump		
2020	4		Medium Duty Pump	600,000
2019	2	GMC 3500HD		
2020	2		GMC 3500HD Pump	125,000
2019	2	GMC 2500HD P/U		
2020	4		gmc 2500HD P/U	200,000
2020	2		Kubota UTV	50,000
2020	2		Articulating Wheel Loader	600,000
			DPW Building	5,000,000
			Salt Barn Dome	800,000
			Total	\$ 7,555,000.00

Conclusion

- Immediate Recommendation Support needed...\$631,264
- Permanent Recommendation Support needed....\$7,555,000
- **Additional costs for equipment for spring/summer work to keep additional hires busy in those months**

CITY OF PONTIAC
ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE CHAPTER 114, *TRAFFIC AND VEHICLES*,
ARTICLE VI, *SNOW EMERGENCY ROUTES*, AS FOLLOWS.

THE CITY OF PONTIAC ORDAINS:

114-186 Definitions.

As used in this article:

Director means the person or in his absence, his duly designated and acting representative, designated by the mayor as the ~~snow lane emergency director~~ Director of Public Works.

Second priority streets means all streets not designated snow emergency routes.

Snow Emergency means any occurrence of 3 inches of snowfall or more within a 24-hour period, as recorded by the U.S. Weather Bureau.

Snow emergency routes means those streets designated by the public works and services department and marked as such. These streets will be considered first priority streets for the purpose of this article.

114-187 Declaration of Snow Emergency

(a) A Snow Emergency shall be declared by the Director of Public Works as set forth herein by posting on the City website and in the City Clerk's office.

(b) Upon the declaration of a snow emergency, the Director of Public Works shall direct that all City local streets be plowed within a reasonable amount of time.

(c) If appropriate weather conditions exist, the Director of Public Works shall direct that all City local streets be salted within a reasonable amount of time.

114-187~~8~~ Parking on snow emergency routes restricted.

(a) Parking on snow emergency routes shall be prohibited under the following conditions: Whenever the director finds, on the basis of falling snow, sleet, or freezing rain, or on the basis of a forecast the U.S. Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snowplowing or other purposes, the director shall cause to be put in effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.

(b) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the director in accordance with this article, except that any street area which has

become clear of snow and ice from curb to curb for a length thereof lying between two successive street intersections shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies.

(c) Nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

114-188~~9~~ Parking on second priority streets.

(a) Whenever the director finds, on the basis of falling snow, sleet, freezing rain, or on the basis of a forecast by the U.S. Weather Bureau or other weather service of snow, sleet, or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snow plowing and other purposes, the director shall cause to be put into effect a parking prohibition on parts of or all second priority streets between the hours of 12:01 a.m. and 8:00 a.m. in a manner prescribed below:

(1) On days having uneven dates vehicles are prohibited from parking on the side of the street having uneven street numbers.

(2) On days having even dates, vehicles are prohibited from parking on the side of the street having even street numbers.

(b) The prohibition shall remain in effect until terminated by announcement of the director in accordance with this article or until any street area has been substantially clear of snow and ice from curb or median line for the length thereof lying between two successive street intersections on any street to which it applies.

114-189~~90~~ Announcement of parking prohibition.

(a) The director shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts and/or telecasts from station(s) with a normal operating range covering the city. He may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken by the director including the time it became or will become effective, and shall specify the streets or areas affected, except as otherwise provided in section 114-187~~8~~ (b).

(b) The director shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

114-190~~1~~ Termination of parking restrictions.

Whenever the director shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this article no longer exist, he may declare this prohibition terminated.

114-191~~2~~ Erection of signs on snow emergency routes.

On each street designated as a snow emergency route, the public works and services department shall erect signs plainly marking such routes and sufficient in number to apprise the ordinarily observant person that such street or highway is a snow emergency route.

114-192~~3~~ Removal of disabled vehicle.

(a) Whenever a vehicle becomes disabled for any reason on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route.

(b) No person shall abandon or leave a vehicle in the roadway of a snow emergency route, regardless of whether indicated by a raised hood or otherwise, that the vehicle is disabled, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

114-193~~4~~ Removal, impounding and return of vehicles.

(a) Members of the police department are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety (including but not limited to another place on a street), or to a garage designated or maintained by the police department, or otherwise maintained by this city, when:

(1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.

(2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet, or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.

(3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.

(b) No person shall recover any vehicle impounded in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been impounded, he shall present to a member of the police department evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal and storage.

(c) It shall be the duty of the police department to keep a record of each vehicle impounded in accordance with this section. The record shall include a description of the vehicle, its license number, the date and time of its removal, where it was removed from, its location, the name and address of its owner and last operator, if known, its final disposition, and the parking violation involved.

(d) This section shall be supplemented to any other provision of law granting members of the police department authority to remove vehicles.

114-194~~5~~ Citation of vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article, and is not removed and impounded as provided for in section 114-193~~4~~, the officer finding such vehicle shall take its registration number and any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation for the driver to answer to the charge against him within the time limit and during the hours and at a place specified in the citation.

114-195~~6~~ Failure to respond to citation.

If such owner or operator does not appear in response to a traffic citation affixed to such motor vehicle in accordance with section 114-194~~5~~, the parking violations bureau shall send the owner of the motor vehicle to which the traffic citation was affixed a letter informing him of the violation and warning him that in the event such letter is disregarded for a period of ten days a warrant of arrest will be issued.

114-196~~7~~ Responsibility of owner for violations.

In any prosecution with regard to a vehicle parked or left in a place or in a condition of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.

114-197~~8~~ Precedence over conflicting laws.

Any provision of this article, while temporarily in effect, shall take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over other provisions of law relating to traffic accidents, emergency travel of authorized vehicles, or emergency traffic directions by a police officer.

114-198~~9~~—114-210 Reserved.

I hereby certify this ordinance amendment was brought for a first reading at a meeting of the City Council of the City of Pontiac on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk

I further hereby certify this ordinance amendment was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of this Ordinance amendment as passed by the City Council and was published verbatim in a publication of general circulation on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk

#15

PRESENTATION

Memo

To: Honorable Mayor, Council President and City Council Members
From: Michael J. Wilson, Building Official
cc: Jane Bais-DiSessa, Deputy Mayor
Date: April 23, 2020
Re: Special Presentation: Amazon Update

The purpose of this presentation is to update the public as to the status of the project and to provide turnover dates to the owners.

1. Presentation of Drone footage approximately one minute.
2. Discuss where the project is and the completion dates for turnover to the owner.
3. Additional pictures from the site located still cameras.