



**PONTIAC CITY COUNCIL  
FORMAL MEETING**

**December 8, 2016**

**6:00pm**

**161<sup>st</sup> Session of the 9<sup>th</sup> Council**

*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."*

Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approval of the agenda

Approval of the Minutes

1. December 1, 2016

Departmental Head Reports

Subcommittee Oral Report

Community Announcements

Recognition of Elected Officials

Agenda Address

**AGENDA ITEMS FOR CITY COUNCIL CONSIDERATION**

2. Request for approval of salary adjustment for Senior Financial Analyst.
3. Request for the scheduling of meetings of the Pontiac City Council for 2017.
4. Request for approval of the amended City Council Rules and Procedures.
5. Request for approval of updated Oakland County Law Enforcement services agreement January 1, 2017-December 31, 2018.
6. Request for approval of updated Community Development Block Grant (CDBG) FY 2017 proposed allocations.

Public Comment

Mayor Report

Clerk, City Attorney and Council Closing Comments

Adjournment

December 1, 2016

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

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, December 1, 2016 at 6:00 p.m. by President Patrice Waterman.

Moment of Silence

Invocation – Mr. Harrison

Pledge of Allegiance

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

16-309           **Approval of the Agenda with changes to add journal of November 17, 2016.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams, Woodward and Carter.

No: None

**Motion Carried.**

16-310           **Journal of November 17, 2016 and November 21, 2016.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland

No: None

Abstain: Pietila

**Motion Carried.**

16-311           **Resolution to go into Closed Session.** Moved by Councilperson Carter and supported by Councilperson Taylor-Burks.

Whereas, Section 8 (e), MCL 15.268, permits a public body “[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body”: and,

Whereas section 8 (h) to consider material exempt from discussion or disclosure by state or federal statute.

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting in reference to a legal written opinion.

December 1, 2016

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter, Holland and Pietila

No: None

**Resolution Passed.**

**President Patrice Waterman opened up public hearing concerning the use of Community Development Block Grant Funds Program Year 2017 at 7:00 p.m.**

There were 10 individuals who addressed the body during the public hearing.

- 1.) Margaret Kilburn – 734 1<sup>st</sup> Street. She stated if information has changed; take in consideration substituting funds for youth millage for community support. She also supports environmental study.
- 2.) Yoakum Coleman – 32 Newberry. He stated he just purchased Webster Elementary and his estimates are coming in at 285,000. Spot Welding for new doors at 85,000.
- 3.) Robert Bass – 499 Highland. He said put the money together the most effective way so the money can be put to use for the children.
- 4.) Billie Swazer – 1619 Marshbank. CDBG Funds agree with Margaret Kilburn. We need to do something with the money and use the money for the Ewalt Center.
- 5.) Yvette Carson – 491 Franklin. She said rebuild or build a community center and make sure the kids have transportation to get to the desired location.
- 6.) Brother El – He stated he has traveled all over the world and visited several centers across the country and we need to invest in our children.
- 7.) Mike McGuiness – 26 Union. He stated that Council requested for the County's Home Improvement Plan.
- 8.) Craig Jefferson – 130 Mark Avenue. He asked have we looked at all the revenue sources to come up with a plan to build or rebuild a center for youth centers.
- 9.) Noah Waterman – 280 Liberty. He said we need to fight for our kids. We need to do it for the kids.
- 10.) Tameka Ramsey – 1977 Elmhurst. This program is possible to take the funding back and reallocate. We can bring the money back and focus on the community.

**President Patrice Waterman closed the public hearing at 7:20 p.m.**

Departmental Head Reports – Deputy Mayor Jane Bais- Disessa

There were 7 individuals who addressed the body during public comment.

Councilman Kermit Williams left meeting at 7:54 p.m.

16-312      **Request for approval of salary adjustments.** Moved by Councilperson Holland and supported by Councilperson Pietila.

Be It Resolved, that the Pontiac City Council approves the salary position of Deputy Treasurer for \$60,000 effective December 1, 2016.

Ayes: Waterman, Woodward, Carter, Holland, Pietila, and Taylor-Burks

No: None

**Resolution Passed.**

December 1, 2016

16-313            **Request for the scheduling of a public hearing for release of interest in property.**  
Moved by Councilperson Woodward and supported by Councilperson Pietila.

Resolved, that the Pontiac City Council schedules a public hearing on December 15, 2016 during a regular schedule meeting at 6:00 p.m. on granting and releasing an interest in parcel #14-29-453-033 commonly known as 112 W. Pike and the W. Lawrence Parking Lot.

Ayes: Woodward, Carter, Pietila, Taylor-Burks and Waterman.

No: Holland

**Resolution Passed.**

Councilman Kermit Williams returned to meeting at 8:59 p.m.

16-314            **Motion to move City Council meeting from December 29, 2016 at noon to December 28, 2016 at noon.** Moved by Councilman Woodward and supported by Councilman Taylor-Burks.

Ayes: Woodward, Carter, Holland, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Motion Carried.**

Councilman Don Woodward left meeting at 9:01 p.m.

Honorable Mayor Deirdre Waterman Reported

City Clerk Sherikia Hawkins, City Attorney J, Travis Mihelick, Councilman Randy Carter, Councilwoman Taylor-Burks, Councilman Mark Holland, Councilman Kermit Williams, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments.

**President Patrice Waterman adjourned the meeting at 10:15 p.m.**

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SHERIKIA L. HAWKINS  
CITY CLERK



## **MEMORANDUM**

**City of Pontiac**

**Finance Director**

**Nevrus P. Nazarko, CPA**

47450 Woodward Avenue

Pontiac, Michigan 48342

Phone: 248.758.3118

Fax: 248.758.3197

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**DATE:** December 6, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Nevrus P. Nazarko, CPA  
Finance Director

**Through:** Jane Bais DiSessa-Deputy Mayor

**SUBJECT:** Salary adjustment for Senior Financial Analyst

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The finance department has been posting the approved position of Senior Financial Analyst since July 1, 2016 and to date, as of November 28, 2016 we have not had any qualified applicants who has the qualifications required for the job. As a matter of fact, we have not had any applicants at all for the last 3 months.

One reason, we believe, may be the low salary level that currently, as approved, stands at \$55,000. Given the fact that this position will serve as a backup to the finance director, and preferably needs to have a CPA license, I am recommending that we increase the salary range from \$65,000 minimum to \$70,000, depending on qualifications.

The issue was brought up before the finance subcommittee meeting on December 5, 2016.

Comparable Wage Analysis for Senior Financial Analyst Position

Municipality	Position	Min	Max
Auburn Hills	Deputy or Assistant Finance Director	\$ 59,196.00	\$ 83,318.00
Birmingham	Deputy or Assistant Finance Director	\$ 71,374.00	\$ 91,380.00
Roseville	Deputy or Assistant Finance Director	\$ 65,281.00	\$ 68,079.00
Royal Oak	Deputy or Assistant Finance Director	\$ 92,932.00	\$ 99,897.00
Sterling Heights	Deputy or Assistant Finance Director	\$ 86,563.00	\$ 107,321.00
Birmingham	Senior Accountant or Financial Manager	\$ 57,213.00	\$ 73,173.00
Dearborn	Senior Accountant or Financial Manager	\$ 54,447.00	\$ 65,366.00
Novi	Senior Accountant or Financial Manager	\$ 75,689.00	\$ 98,396.00
Southfield	Senior Accountant or Financial Manager	\$ 56,141.00	\$ 69,101.00
West Bloomfield Charter Township	Senior Accountant or Financial Manager	\$ 59,935.00	\$ 82,481.00

If Council agrees with the salary adjustment as described above, then the following resolution would be in order:

Whereas, the Administration and the City Council have agreed to adjust the salaries for the vacant position of Senior Financial Analyst; and

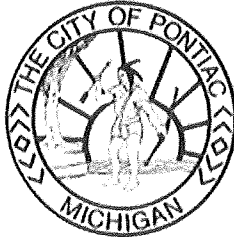
Whereas, the budget as approved for FY 2016/2017 has sufficient appropriation in aggregate for the position, since the Senior Financial Analyst has been vacant for this fiscal year to date, therefore no budget amendment is required for the FY 2016-2017; and

Whereas, Section 2-88 of Article III of the Code of Ordinances states that: "...The Director (of Finance-*emphasis added*) may hire such number of full-time, part-time, or seasonal employees as the City budget shall authorize to assist him in fulfilling the responsibilities of his position; and

Now, Therefore, Be It Resolved, that the City Council, upon the recommendation of the Mayor approves the salary range for the position of Senior Financial Analyst to be between \$65,000 and \$70,000.

AYES:

NAYS:



## The Pontiac City Council

### Announces

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

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

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

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

#### **The dates are as follows:**

Thursday, January 5, 2017 6:00 p.m. Study Session  
Thursday, January 12, 2017 6:00 p.m. Formal Meeting  
Thursday, January 19, 2017 6:00 p.m. Study Session  
Thursday, January 26, 2017 6:00 p.m. Formal Meeting  
Thursday, February 2, 2017 6:00 p.m. Study Session  
Thursday, February 9, 2017 6:00 p.m. Formal Meeting  
Thursday, February 16, 2017 6:00 p.m. Study Session  
Thursday, February 23, 2017 6:00 p.m. Formal Meeting  
Thursday, March 2, 2017 6:00 p.m. Study Session  
Thursday, March 9, 2017 6:00 p.m. Formal Meeting  
Thursday, March 16, 2017 6:00 p.m. Study Session  
Thursday, March 23, 2017 6:00 p.m. Formal Meeting  
Thursday, March 30, 2017 6:00 p.m. Study Session  
Thursday, April 6, 2017 6:00 p.m. Formal Meeting  
Thursday, April 13, 2017 6:00 p.m. Study Session  
Thursday, April 20, 2017 6:00 p.m. Formal Meeting  
Thursday, April 27, 2017 6:00 p.m. Study Session  
Thursday, May 4, 2017 6:00 p.m. Formal Meeting  
Thursday, May 11, 2017 6:00 p.m. Study Session  
Thursday, May 18, 2017 6:00 p.m. Formal Meeting  
Thursday, May 25, 2017 Noon Study Session  
Thursday, June 1, 2017 6:00 p.m. Formal Meeting  
Thursday, June 8, 2017 6:00 p.m. Study Session  
Thursday, June 15, 2017 6:00 p.m. Formal Meeting  
Thursday, June 22, 2017 6:00 p.m. Study Session

Thursday, June 29, 2017 6:00 p.m. Formal Meeting  
Thursday, July 6, 2017 6:00 p.m. Study Session  
Thursday, July 13, 2017 6:00 p.m. Formal Meeting  
Thursday, July 20, 2017 6:00 p.m. Study Session  
Thursday, July 27, 2017 6:00 p.m. Formal Meeting  
Thursday, August 3, 2017 6:00 p.m. Study Session  
Thursday, August 10, 2017 6:00 p.m. Formal Meeting  
Thursday, August 17, 2017 6:00 p.m. Study Session  
Thursday, August 24, 2017 6:00 p.m. Formal Meeting  
Thursday, August 31, 2017 Noon Study Session  
Thursday, September 7, 2017 6:00 p.m. Formal Meeting  
Thursday, September 14, 2017 6:00 p.m. Study Session  
Thursday, September 21, 2017 6:00 p.m. Formal Meeting  
Thursday, September 28, 2017 6:00 p.m. Study Session  
Thursday, October 5, 2017 6:00 p.m. Formal Meeting  
Thursday, October 12, 2017 6:00 p.m. Study Session  
Thursday, October 19, 2017 6:00 p.m. Formal Meeting  
Thursday, October 26, 2017 6:00 p.m. Study Session  
Thursday, November 2, 2017 6:00 p.m. Formal Meeting  
Thursday, November 9, 2017 6:00 p.m. Study Session  
Thursday, November 16, 2017 6:00 p.m. Formal Meeting  
Monday, November 20, 2017 Noon Study Session  
Thursday, November 30, 2017 6:00 p.m. Formal Meeting  
Thursday, December 7, 2017 6:00 p.m. Study Session  
Thursday, December 14, 2017 6:00 p.m. Formal Meeting  
Thursday, December 21, 2017 Noon Study Session  
Thursday, December 28, 2017 Noon Formal Meeting

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



# **The 9<sup>th</sup> Pontiac City Council Rules and Procedures**

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

## **Meeting Times**

The city council meetings will be held every Thursday of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings and City Council Conference Room for Study Session meetings unless otherwise rescheduled by resolution of the council. The Ninth Council has decided to implement Study Sessions and Formal Meetings. These meeting will alternate week to week.

## **Formal Meeting**

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

## **Special meetings**

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent, shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

## **Posting requirements for regular and special meetings**

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

## **Minutes of regular and special meetings**

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and a short description of the nature of the comments.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

## **Conduct of meetings**

### **Meetings to be public**

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

### **Agenda preparation**

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business: The agenda will be as follows for the Formal Meetings.

**Formal Meetings**

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and approve of the agenda
7. Approval of the Minutes
8. Deputy Mayor Report or Departmental Head Reports
9. Special Presentation (If any)
10. Public Hearings (If any)
11. Community Announcements (2 minute Limit)
12. Recognition of Elected Officials (If any)
13. Agenda Address (3 Minute Limit)
14. Agenda Items
15. Public Comment (3 Minute Limit)
16. Mayor, Clerk and Council Closing Comments
17. Adjournment

The Agenda will be as follows for **Study Session Meetings**

**Study Session**

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Public Comment
5. Review of all agenda items
6. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the Tuesday before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Tuesday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members. Any councilmember shall have the right to add items to the regular agenda before it is approved.

**Agenda distribution**

The clerk is responsible for the agenda distribution which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

**Quorum**

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a

lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

#### Attendance at council meetings

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

#### Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, The Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council shall decide who presides over the meeting via alphabetical rotating order of the last name of the councilmembers.

#### Disorderly conduct

The president may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

#### Closed meetings

##### Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.

- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

#### Calling closed meetings

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

#### Minutes of closed meetings

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

#### Discussion and voting

##### Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the 10th edition of Robert's Rules of Order, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The presiding officer may appoint a parliamentarian. The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers.

#### Conduct of discussion

During the council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

#### Ordinances and resolutions

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

#### Roll Call

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

#### Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

#### Community Announcements

The Council has included in its agenda a time for Community Announcements. This will give the audience a time to give the community pertinent information on events, activities, etc. The individuals addressing the body will have 2 minutes to complete the community announcement. All individuals wishing to participate in the Community Announcements portion of the agenda will have to fill out a Community Announcement Card which will be located in the City Clerk's Office. The Community Announcement Card shall require the person to identify themselves, a method of contact, and the subject matter of their comments, and any other information the Council President may require. The Community Announcement Card has to be completed and turn in to the Clerk's Office by Wednesday at 4:30 p.m. to be considered at the following Council Meeting. Individuals who have submitted a Community Announcement Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

#### Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 3 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify themselves, a method of contact, and the subject matter of their comments, and such other information the Council President may require. The Agenda Address Card has to be completed and turned in to the Clerk's Office by Wednesday at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

#### Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 3 minutes to complete public comment. All individuals wishing

to participate during public comment will have to complete the Public Comment Sign-In Sheet which will be located in the City Council Chambers on a clip board.

The Public Comment Sign In-Sheet shall require the person to identify themselves, a method of contact, and the subject matter of their comments, and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

## Miscellaneous

### Suspension of rules

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

## Committees

### Standing and special committees of council

The city shall have the following standing committees:

Finance/Human Resource Committee: Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

Public Safety Committee: Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.

Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed

Information Technology Committee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50<sup>th</sup> District Court- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50<sup>th</sup> Court. This committee will be meeting as needed.

Forensic Audit- This committee will meeting as needed.

Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.





## **MEMORANDUM**

**City of Pontiac**  
**Finance Director**  
**Nevrus P. Nazarko, CPA**  
47450 Woodward Avenue  
Pontiac, Michigan 48342  
Phone: 248.758.3118  
Fax: 248.758.3197

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**DATE:** November 28, 2016  
**TO:** Honorable Mayor and City Council  
**FROM:** Nevrus P. Nazarko, CPA, Finance Director  
**Through:** Jane Bais DiSessa-Deputy Mayor  
**SUBJECT:** Law Enforcement Service Contract with OCSO

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The current contract with Oakland County's Sheriff's Office is expiring on December 31, 2016. The Mayor's office has been in contact to the OCSO for the past few months and at the beginning of November, we were provided with a draft on a new 2 year contract that extends from 01/01/2017 to 12/31/2018.

In addition to the items that were presented in the draft, Mayor is proposing to add two additional Sherriff's deputies to the existing number on the contract.

The current two year agreement reflects a 1.6 percent decrease in the first year from the 2016 agreement and 1.1 percent increase in the second year (2018) from the current contract for calendar year 2016. The addition of the two Sheriff's deputies is not included in this calculation and it is estimated that there will be an additional cost of approximately \$280,000.

If Council agrees with the salary adjustment as described above, then the following resolution would be in order:

*Whereas, the City required by law to provide enforcement services for its residents and taxpayers;  
and,*

*Whereas, the current agreement with the Oakland County Sheriff's Office expires on December 31,  
2016; and,*

*Whereas, the County and City may enter into an agreement by which the Oakland County Sheriff's  
Office would provide law enforcement services for the City; and,*

*Whereas, the Oakland County Sheriff's Office agrees to provide law enforcement services for the City  
under the terms and conditions of the Agreement;*

*Now, Therefore, Be It Resolved that the City Council, upon the recommendation of the Mayor and  
Finance Director accepts the Oakland County Sheriff's Office 2017-2018 Law Enforcement Services  
Agreement with the City of Pontiac and authorizes the Mayor to sign document as presented;*

AYES:

NAYS:

**MISCELLANEOUS RESOLUTION #**

BY: Public Services Committee, Bill Dwyer, Chairperson

**IN RE: SHERIFF'S OFFICE - LAW ENFORCEMENT SERVICES AGREEMENT WITH THE CITY OF PONTIAC, JANUARY 1, 2017 - DECEMBER 31, 2018**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with Townships, Villages and Cities for the purpose of providing Sheriff patrol services; and

WHEREAS since August 1, 2011 the County of Oakland and the Oakland County Sheriff have contracted with The City of Pontiac, to provide law enforcement services to this community; and

WHEREAS the City of Pontiac has expressed an interest in entering into a new, two (2) year, law enforcement service agreement; and

WHEREAS the Sheriff is in agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby approves and, subject to the following paragraph, agrees to be bound by the terms and conditions contained in the Oakland County Sheriff's Office 2017-2018 Law Enforcement Services Agreement with the City of Pontiac.

BE IT FURTHER RESOLVED that upon receipt of a final, executed Oakland County Sheriff's Office 2017-2018 Law Enforcement Services Agreement from the City of Pontiac, and upon the further acceptance of the above Agreement by the Oakland County Sheriff, the Oakland County Board of Commissioners authorizes its Chairperson to execute and enter into this Agreement on behalf of the County of Oakland.

BE IT FURTHER RESOLVED that the Oakland County Clerk shall maintain a file for the above Agreement, and upon receipt of a final, executed copy of the above Agreement, together with a certified copy of that community's governing body resolution approving same.

BE IT FURTHER RESOLVED to continue the following GF/GP positions in the Contracted Patrol Unit/Patrol Services Division of the Sheriff's Office: #4030629-11093, 11094, 11095, 11096, 11097, 11098, 11099, 11100, 11101, 11102, 11795, 11113, 11114, 11115, 11116, 11117, 11118, 11119, 11120, 11121, 11122, 11123, 11124, 11125, 11126, 11127, 11128, 11129, 11130, 11131, 11132, 11133, 11134, 11135, 11136, 11137, 11138, 11139, 11140, 11141, 11142, 11143, 11144, 11145, 11146, 11147, 11148, 11149, 11150, 11151, 11152, 11153, 11154, 11155, 11156, 11157, 11158, 11159, 11160, 11161, 11162, 11163, 11164, 11165, 11166, 11167, 11168, 11169, 11170, 11171, 11172, 11173, 11174, 11175, 11176, 11177, 11178, 11179, 11180, 11181, 11182, 11183, 11184, 11185, 11794, 11310, 11311, 11312, 11318, 11074, 11075, 11076, and 11077.

BE IT FURTHER RESOLVED that the future level of service, including the continuation of positions be contingent upon the level of funding associated with this agreement.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

**OAKLAND COUNTY SHERIFF'S OFFICE  
2017 - 2018 LAW ENFORCEMENT SERVICES AGREEMENT WITH  
THE CITY OF PONTIAC**

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This Agreement is made and entered into between the City of Pontiac, a constitutional and municipal corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 47450 Woodward Avenue, Pontiac, MI 48342-2271 ("Municipality"), the COUNTY OF OAKLAND, a constitutional and municipal corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the OAKLAND COUNTY SHERIFF, a Michigan constitutional officer, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff").

**INTRODUCTION**

Whereas, the Municipality is authorized to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. is authorized to provide Law Enforcement Services within Oakland County, but absent an agreement such as this, has only a limited responsibility to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. and the Municipality may enter into an agreement where the O.C.S.O. would provide additional Law Enforcement Services within the Municipality; and

Whereas, the Municipality desires to contract with the O.C.S.O. for such additional Law Enforcement Services; and

Whereas, the O.C.S.O. is agreeable to providing additional Law Enforcement Services within the Municipality under the terms and conditions of this Agreement;

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

1. **Definitions**. The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

1.1 "Oakland County Sheriff's Office ('O.C.S.O.')" means the County and the Sheriff jointly.

1.2 "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.

1.3 "County Agent" means any and all County officials elected or appointed to a County

office, and any and all County employees, managers, departments, divisions, volunteers, representatives, and agents. County Agent also includes any person who was a County Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and in that capacity.

1.4 "Municipality Agent" means any and all Municipality officials elected or appointed to a Municipality office, and any and all Municipality employees, managers, departments, divisions, volunteers, representatives, and agents. Municipality Agent also includes any person who was a Municipality Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.5 "Municipality Liaison" means the chief elected official of the Municipality (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the Municipality Liaison to act in this capacity for all purposes under this Agreement.

1.6 "O.C.S.O. Liaison" means the Sheriff's Deputy who is designated by the Sheriff to maintain all lines of communication with the Municipality Liaison. The O.C.S.O. Liaison will generally be the commanding officer of the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement, if one, or a Sheriff's Deputy designated, in writing, by the Sheriff to perform this function.

1.7 "Law Enforcement Services" means the prevention and detection of crime and the enforcement of the general criminal and traffic laws of the State of Michigan, as provided for by state statutes and Municipality ordinances, and will also include providing road patrol, criminal apprehension, the necessary supervision of Sheriff's Deputies, responding to matters concerning public safety, a breach of the peace and traffic crashes, and any and all other governmental law enforcement functions that are authorized by law, as limited by and to the extent of the numbers and ranks of Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement. Law Enforcement Services shall not include any activity not authorized by law. Law Enforcement Services also shall not include the services of any O.C.S.O. specialized unit or division such as its Marine Safety Unit and Investigative and Forensic Services Division, which the O.C.S.O. uses to provide services on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, the O.C.S.O. will continue to provide the services of its specialized units and divisions at no additional charge to the Municipality, to the same extent that the O.C.S.O. continues to provide these services at no additional charge to all other communities within Oakland County.

1.8 "Sheriff's Deputy" means any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Patrol Investigator, Detective, Sergeant, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the Sheriff.

2. Law Enforcement Services in Accordance with Schedule A. The Sheriff will assign Sheriff's Deputies in the numbers and ranks shown in Schedule A - Sheriff's Deputies Contracted for and to be Assigned to Municipality, which is attached and incorporated herein, to provide Law Enforcement Services within Municipality's corporate limits, including all private roads.
3. No Warranty, Promise, or Guarantee. The Sheriff will make every reasonable effort to provide Law Enforcement Services to Municipality, following generally accepted standards for police

protection, with the levels of staff provided for in Schedule A. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Municipality or any other person that the O.C.S.O.'s provision of Law Enforcement Services under this Agreement will result in any specific reduction or prevention of criminal activity within the Municipality or any other performance-based outcome.

4. **Sole Purpose of Agreement.** The sole and exclusive purpose of this Agreement is for the O.C.S.O. to provide Law Enforcement Services in and for the Municipality with the levels of staff provided for in Schedule A. Except as otherwise expressly provided for in this Agreement, this Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the O.C.S.O.'s Law Enforcement Services in favor of or to the benefit of any particular person beyond that of the O.C.S.O.'s or any Sheriff's Deputy's law enforcement duty, as established under existing law, to the general public.
5. **Mutual Aid.** Except as otherwise expressly provided for in this Agreement, the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement will work, during those hours that the Municipality is being charged, only on Municipality-related Law Enforcement Services. However, any of these Sheriff's Deputies may be absent from the Municipality, at the Municipality's expense, to provide Mutual Aid. "Mutual Aid" means when a Sheriff's Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a Sheriff's Deputy possesses a special skill or qualification temporarily needed in another community.
6. **Sheriff's Deputy's Hours.** Each Sheriff's Deputy assigned to provide Law Enforcement Services under this Agreement will provide eighty (80) hours of Law Enforcement Services for the Municipality during a biweekly period.
  - 6.1 **Times Spent Outside Municipality Included in Hours Charged.** Except as may otherwise be expressly provided in Schedule A, the following time periods spent outside the Municipality's corporate limits will be included in and counted toward the eighty (80) hours of Law Enforcement Services for the biweekly period that it occurred.
    - 6.1.1 Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning or end of any shift by any Sheriff's Deputy, if that Sheriff's Deputy's shift begins or ends in Pontiac;
    - 6.1.2 Attendance (not to exceed 100 hours per Sheriff's Deputy per calendar year) at any O.C.S.O. authorized or required training session, function, or meeting;
    - 6.1.3 Provision of any Mutual Aid;
    - 6.1.4 Appearance in any court or at any meeting with any other law enforcement agency in connection with any prosecution or court appearance related to the Law Enforcement Services provided under this Agreement;
    - 6.1.5 Performance of any Municipality-related Law Enforcement Services that takes any Deputy outside the Municipality's corporate limits; and

- 6.1.6 Any approved period of annual leave, sick leave, holiday leave, personal leave, or any other approved, paid leave (except any paid disciplinary leave and/or long-term disability leave extending beyond a period of five (5) working days) granted to any Sheriff's Deputy in accordance with applicable O.C.S.O. policies, procedures, and/or employment contracts.
7. **Shift Assignments.** Subject to the Sheriff's right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate Law Enforcement Services to meet particular priorities or needs, the Sheriff will assign shifts to Sheriff's Deputies contracted for under this Agreement so as to provide the broadest possible coverage of Law Enforcement Services to the Municipality.
8. **O.C.S.O. Records.** All O.C.S.O. policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Sheriff for inspection by the Municipality Liaison at the O.C.S.O.; by appointment, during normal business hours.
9. **Overtime.** Subject to the Sheriff's sole discretion and judgment as to the county-wide prioritization of resources and law enforcement needs, additional Law Enforcement Services beyond the 80 hours per biweekly period for each Sheriff's Deputy contracted for under this Agreement, as provided for in Schedule A, may be made available by the Sheriff to the Municipality on an overtime basis.
- 9.1 **When Municipality Approval Needed.** Except for overtime incurred due to late calls, report writing, court appearances, emergencies (including, but not limited to, unanticipated and last-minute position fill-in scheduling decisions), or holiday pay overtime as shown in Schedule B - Holiday Pay, which is attached and incorporated herein, all other overtime charges incurred by any Sheriff's Deputy contracted for under this agreement, which are charged to the Municipality, shall be approved, in advance, in writing, by the Municipality Liaison.
- 9.2 **Invoice for Overtime.** Overtime charges will be invoiced to and paid at the yearly rate in which they were performed by the Municipality directly to the County at the "Overtime Hourly Rates" shown in Schedule C - Hourly Rates, which is attached and incorporated herein, and will be in addition to any amounts otherwise due and owing under the terms of this Agreement. However, in the unlikely event that the O.C.S.O. is able to provide additional Law Enforcement Services beyond the 80 hours per biweekly period, as requested by the Municipality, without the O.C.S.O. actually incurring any direct or indirect obligation to pay any overtime premium to any Sheriff's Deputy as a result, then those additional hours of Law Enforcement Services that the O.C.S.O. does not incur any overtime obligation will be calculated and invoiced in accordance with the "Regular Hourly Rates" shown in Schedule C.
- 9.3 **Holiday Pay.** All holiday pay charges to the Municipality will be calculated and invoiced in accordance with Schedule B.
10. **No Assignment/Delegation/Subcontract.** The Municipality shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the O.C.S.O.'s or Sheriff's Deputy's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind.

11. **Additional Law Enforcement Services.** If, due to some unusual Municipality circumstance, the Municipality perceives the need for any additional Law Enforcement Services beyond those contracted for in Schedule A, the Municipality will address such concerns for additional Law Enforcement Services to the Sheriff.
12. **Municipality's Payment Obligations.** The Municipality will pay the O.C.S.O. for all Law Enforcement Services provided pursuant to this Agreement at the Sheriff's Deputies' biweekly rates shown in Schedule A. The Municipality further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and holiday pay costs incurred by the O.C.S.O. in providing Law Enforcement Services to the Municipality under the terms of this Agreement.
- 12.1 **Yearly Rates Set by County Board of Commissioners.** The Municipality understands that the yearly rates for Law Enforcement Services are determined and set by the Oakland County Board of Commissioners. The Municipality will pay the O.C.S.O. at the yearly rates set by the Oakland County Board of Commissioners for all Law Enforcement Services performed in those years.
- 12.2 **Invoice.** For every biweekly period (corresponding to established O.C.S.O. payroll periods) during which any Sheriff's Deputy provides any Law Enforcement Services to the Municipality under the terms of this Agreement, the O.C.S.O. will prepare and send to the Municipality an invoice that sets forth the biweekly amount due for each Sheriff's Deputy's hours of Law Enforcement Services provided during that biweekly period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided for herein, during that biweekly billing period. All overtime charges will be itemized and designated for the reason incurred. The Municipality agrees to pay to the County the full amount due on any such invoice within 30 days of the invoice date.
13. **Failure to Pay.** If the Municipality, for any reason, fails to pay the County any monies due under this Agreement, the following remedies shall be available to the County on an ongoing basis:
- 13.1 **Setoff or Retention of Municipal Funds.** The Municipality agrees that, unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to offset or retain the amount due from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount due by the Municipality to the County. The Municipality waives any Claims against the County or County Agents for any acts related to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.
- 13.2 **Interest Charges.** If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Agreement, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.



- 13.3 **Other Rights/Remedies.** The County may pursue or exercise any and all other legal rights or remedies against the Municipality to secure reimbursement of any overdue amounts.
- 13.4 **Costs and Expenses for Securing Payment.** If the County pursues any legal action in any court to secure payment, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs incurred by the County in the collection of any amount owed by the Municipality.
14. **Independent Contractor Status.** Neither the O.C.S.O. nor any Sheriff's Deputy, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Municipality. At all times and for all purposes under the terms of this Agreement, the O.C.S.O.'s legal status and relationship to the Municipality shall be that of an independent contractor. The Municipality also agrees that in any writing or any other communication prepared by, for, or at the direction of the Municipality, the Municipality shall not state, suggest, or imply that any employment status or employment relationship exists between any Sheriff's Deputy and the Municipality.
15. **O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies.** The Municipality and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all Sheriff's Deputies.
16. **Terms and Conditions of Employment for Sheriff's Deputies.** This Agreement does not create, change, modify, supplement, supersede, or otherwise affect or control, the terms or conditions of employment of any Sheriff's Deputy with the O.C.S.O., any applicable O.C.S.O. employment or union contract, and any O.C.S.O. rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines, etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any Sheriff's Deputy and the conduct and actions of any Sheriff's Deputy.
- 16.1 **Examples.** To illustrate, but not otherwise limit, this Agreement does not in any way limit, modify, control, or otherwise affect:
- 16.1.1 The complete and unilateral discretion of the Sheriff to either continue or revoke the deputization of any Sheriff's Deputy or any other person who, in the Sheriff's sole judgment, he does not believe is qualified or otherwise fit to be a Sheriff's Deputy.
- 16.1.2 The O.C.S.O.'s sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, or discharge any Sheriff's Deputy or pay any and all Sheriff's Deputy's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Sheriff's Deputy with the O.C.S.O., subject only to its collective bargaining agreements.

16.1.3 The Sheriff's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and any other judgment, policy or directive that, in any way, governs or controls any activity of any Sheriff's Deputy, any necessary Sheriff's Deputy's training standards or proficiencies, any level or amount of required supervision, any standards of performance, any sequence or manner of performance, and any level of experience, training, or education required for any Sheriff's Deputy performing any O.C.S.O. duty or obligation under the terms of this Agreement.

17. **No Municipality Control of Sheriff's Deputies.** Neither the Municipality nor any Municipality Agents shall provide, furnish, or assign any Sheriff's Deputy with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff's Deputy in the performance of any Law Enforcement Services under the terms of this Agreement. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any other work or assignments for the Municipality or Municipality Agents, and no Sheriff's Deputy shall be otherwise employed or utilized in any manner by the Municipality.
18. **Sheriff's Deputies Paid by O.C.S.O.** The O.C.S.O. shall remain solely and exclusively responsible for the payment of all Sheriff's Deputies' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any Sheriff's Deputy's status as an employee of the O.C.S.O.
19. **Sheriff's Deputies Shall Not Be Paid by Municipality.** Except as expressly provided otherwise in this Agreement, the Municipality shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, or any other thing of value, either directly or indirectly, to any individual Sheriff's Deputy. Any consideration, monetary or otherwise, paid directly to the County, and any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, or leased directly to the County shall not, for any purpose of this Agreement, be interpreted as being provided by the Municipality, either directly or indirectly, to any individual Sheriff's Deputy.
20. **Sheriff's Deputies' Expenses Paid by O.C.S.O.** Except as expressly provided otherwise in this Agreement, the O.C.S.O. is solely and exclusively responsible for providing Sheriff's Deputies with all tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'s duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all Sheriff's Deputy's professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.

20.1 **Exception for Papers Bearing Municipality's Name.** Any stationery, notices, forms,

Municipality ordinance appearance tickets, and other papers that are required to bear the name of the Municipality will be supplied to the O.C.S.O. by the Municipality at the Municipality's sole cost and expense.

20.2 **Municipality's Request for Special Equipment.** In the event that the Municipality wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at Municipality expense or otherwise, to any Sheriff's Deputy assigned to the Municipality, the Municipality shall direct such requests to the O.C.S.O., which shall solely decide whether such personal property or special equipment shall be provided. Any and all such equipment to be provided by the Municipality shall be provided directly and exclusively to the O.C.S.O., and then only pursuant to a separate, written lease agreement between the Municipality and the County. No personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the Municipality directly to any Sheriff's Deputy, except through a written lease as provided for in this paragraph.

21. **Municipality Substation.** The Municipality may, in its discretion and in such locations and circumstances as it decides, provide suitable office space, office equipment, all required office utilities, and related supplies and facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, lockers, locker room facilities, uniform changing areas, etc.) in Municipality-owned or leased buildings to the O.C.S.O. for use by Sheriff's Deputies assigned to the Municipality, which shall be referred to as a "Municipality Substation." The O.C.S.O. may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the Municipality Substation with O.C.S.O. personal property and equipment.

21.1 **Benefit to Municipality.** The Municipality acknowledges that it benefits from providing a Municipality Substation because it would give its residents a specific location within the Municipality to report criminal activity and seek Law Enforcement Services, and it would minimize the amount of time that Sheriff's Deputies would spend outside the Municipality because, without a substation, the Sheriff's Deputies will begin and end their Law Enforcement Services work shifts at the main O.C.S.O. law enforcement complex in Pontiac, MI instead of within the Municipality.

21.2 **Mutual Agreement Required for Provision and Use of Municipality Substation.** The Municipality's provision of any Municipality Substation and the use of any Municipality Substation by the O.C.S.O. will be by mutual agreement and consent of the Parties. Under no circumstances will the Municipality be obligated under the terms of this Agreement to provide any Municipality Substation, nor shall the O.C.S.O. be obligated to use any such Municipality Substation if offered. If the Municipality decides that it will offer to provide the O.C.S.O. with a Municipality Substation, and the O.C.S.O. agrees to use such facilities, the following terms and conditions shall apply:

21.2.1 **Revocable, Nonexclusive License.** Use of the Municipality Substation shall be deemed to be a Municipality grant of a revocable, nonexclusive license over that portion of such Municipality premises for use by the O.C.S.O. for providing Law Enforcement Services under this Agreement.

- 21.2.2 **Maintenance and Utilities.** The Municipality will be responsible for maintenance of the premises, which includes: any necessary repairs, improvements, installation and maintenance of all necessary security locks, devices and fire safety devices and safety precautions, reconstruction, custodial services, including rubbish and trash removal, and also includes the provision of utilities required to operate the facility for the purposes of this license, including, but not limited to, heat, air conditioning, power, and water (but excluding any monthly telephone charges for any permanently installed Municipality Substation telephones), at no cost to the O.C.S.O.
- 21.2.3 **Duration of License.** Use of any Municipality Substation license shall end upon the termination or expiration of this Agreement as provided herein. Any Substation License shall also be terminable, at any time and for any reason, by the Municipality, the County, or the Sheriff.
- 21.2.4 **Waiver of Subrogation.** Sheriff's Deputies will use due care in their use of any Municipality Substation. The Municipality agrees that the Municipality and the Municipality's insurance carrier will waive all rights of subrogation against the County for any loss or damage to the Municipality Substation premises or property which is owned or insured by the Municipality. The Municipality will provide the County with a certificate of insurance that contains the following language: "The Municipality and the Insurance Carrier named herein agree to waive all rights of subrogation against Oakland County for any loss or damage to premises or property owned by or insured by the Municipality." The Municipality will provide this Certificate of Insurance to: Attn. Business Manager, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044, prior to January 1, 2017. All certificates of insurance are subject to approval by the Oakland County Office of Risk Management.
22. **No Transfer, Delegation, or Assignment of Municipality's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County, the Sheriff, or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Municipality under existing law.
23. **Communications With Municipality Liaison.** The Municipality Liaison may contact the O.C.S.O. Liaison to request, advise, or otherwise make the O.C.S.O. aware of any particular law enforcement needs and services within the Municipality, or to provide other relevant information. The Municipality Liaison may also bring to the Sheriff's attention any concerns that the Municipality may have regarding the assignment of any Deputy to the Municipality. The Sheriff shall provide the Municipality Liaison an opportunity to interview and meet any command officers before they are assigned to the Municipality. However, the Sheriff's decision on the assignment of any Sheriff's Deputy shall be final. The O.C.S.O. Liaison will keep the Municipality Liaison reasonably informed regarding Municipality-related Law Enforcement Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, and advise the Municipality Liaison, as soon as practicable, of any changes in any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under the terms of this Agreement.

24. **Allegations of Improper Conduct of Sheriff's Deputy.** If the Municipality learns of any act or allegation involving any Sheriff's Deputy that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the Municipality will promptly notify and provide the Sheriff with any and all information that it has regarding the matter. The Municipality will also promptly deliver to the Sheriff written notice and copies of any complaint, charge, or any other allegation of wrongdoing, whether civil or criminal in nature, that the Municipality becomes aware of regarding any Sheriff's Deputy. The Municipality agrees to cooperate with the O.C.S.O. in any investigation conducted by the Sheriff into the character and fitness of any Deputy.
25. **Responsibility of Claims.** Each Party shall be responsible for any Claims made against that Party and for the acts of its respective Municipality and County Agents.
- 25.1 **Legal Representation.** For any Claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 25.2 **No Indemnification.** Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or the other Party's respective Municipality and County Agents in connection with any Claim.
26. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Party. The O.C.S.O. reserves to itself any rights and obligations relating to the provision of Law Enforcement Services. This Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the Sheriff, the County, or the Sheriff's Deputies. Further, this Agreement does not, and is not intended to, create, grant, modify, or supersede in any manner, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, for any Sheriff's Deputy or any Sheriff's Deputy's agent, representative, or union.
27. **Term.** Subject to Paragraph 29 (Resolutions Required), this Agreement will become effective at 12:00:00 A.M., January 1, 2017, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2018. Upon the expiration of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end.
28. **Termination.** Any Party may terminate this Agreement before its expiration by providing written notice to all other Parties at least ninety (90) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end. In the event that the Municipality terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the Municipality will consider for employment in its police department any Sheriff's Deputy who may be laid off by the O.C.S.O. as a result of this decision, but in no event will the Municipality be obligated to hire any such Sheriff's Deputy.

29. **Resolutions Required.** This Agreement and any subsequent amendments shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the Municipality's governing body. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the County Board of Commissioners and the Municipality's governing body, and shall also be filed with the office of the Clerk for the County and the Municipality. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O., and shall not become effective or implemented prior to its filing with the Secretary of State.
30. **New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date.** If the Municipality wishes to enter into a new agreement for Law Enforcement Services upon the expiration of this Agreement, it will notify the O.C.S.O., in writing, of this intent no later than July 31, 2018. Upon notification from the Municipality, and if the O.C.S.O. has a similar interest, the O.C.S.O. will present the Municipality with a new proposed agreement for continued Law Enforcement Services on, or before, August 31, 2018. This paragraph does not obligate the O.C.S.O. or the Municipality to continue any Agreement for any Law Enforcement Services beyond the expiration of this Agreement unless a new contract is fully executed by the Parties.
31. **Survival of Terms and Conditions.** The following terms and conditions will survive and continue in full force beyond the termination or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Paragraph 1 (Definitions), Paragraph 3 (No Warranty, Promise, or Guarantee), Paragraph 12 (Municipality's Payment Obligations), Paragraph 13 (Failure to Pay), Paragraph 15 (O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies), Paragraph 16 (Terms and Conditions of Employment for Sheriff's Deputies), Paragraph 22 (No Transfer, Delegation, or Assignment of Municipality's Duties), Paragraph 24 (Allegations of Improper Conduct of Sheriff's Deputy), Paragraph 25 (Responsibility of Claims), Paragraph 26 (Reservation of Rights), Paragraph 30 (New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date), Paragraph 31 (Survival of Terms and Conditions), Paragraph 32 (Notices), Paragraph 33 (Governing Law), Paragraph 34 (Captions and Contract Language), Paragraph 35 (Waiver), Paragraph 36 (Binding Affect), Paragraph 38 (Cumulative Remedies), Paragraph 39 (Severability), and Paragraph 40 (Entire Agreement).
32. **Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory's successor in office, by first class mail to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
33. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
34. **Captions and Contract Language.** The section numbers, subsection numbers, and captions contained in this Agreement are intended for the convenience of the reader; are not intended to have any substantive meaning, and shall not be interpreted to limit or modify any substantive provisions of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the

nominative possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

35. Waiver. Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
36. Binding Affect. This Agreement shall be binding upon the County, the Sheriff, and the Municipality to the extent permitted by law, upon their successors and assigns, and upon all persons acting by, through, under, or in concert with any of them.
37. Amendments. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the County Board of Commissioners and the Municipality's governing body following the procedures set forth in Paragraph 29 (Resolutions Required).
38. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
39. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
40. Entire Agreement. This Agreement, including Schedule A, Schedule B, and Schedule C, represents the entire agreement and understanding between the Parties regarding the O.C.S.O.'s provision of Law Enforcement Services to the Municipality. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

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**OAKLAND COUNTY SHERIFF'S OFFICE  
2017/2018 LAW ENFORCEMENT SERVICES AGREEMENT WITH  
CITY OF PONTIAC**

**Amendment 1**

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Pursuant to Paragraph 29 of the 2017/2018 Law Enforcement Services Agreement between the COUNTY and the CITY OF PONTIAC, the parties hereby agree to amend said contract in accordance with the attached Schedule A.

All other contractual provisions, of the 2017/2018 Law Enforcement Services Agreement not otherwise affected by the attached Schedule A remain in full force and effect.

**FOR AND IN CONSIDERATION** of the mutual assurances, promises, acknowledgments, set forth in this Amendment and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

**IN WITNESS WHEREOF**, Dr. Deidre Waterman, Mayor of the City of Pontiac, hereby acknowledges that she has been authorized by a resolution of the Municipality's governing body to execute this Amendment on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment.

EXECUTED:

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

DATE: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_, Clerk  
Sherikia L. Hawkins

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED:

\_\_\_\_\_  
Michael J. Gingell, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
County of Oakland

DATE: \_\_\_\_\_

2016 NOV 31 PM 5:05  
PONTIAC, MI 48130  
OAKLAND COUNTY SHERIFF'S OFFICE



**SCHEDULE A**  
**City of Pontiac 2017/2018 Law Enforcement Services Agreement**  
**Amendment #1, effective February 4, 2017**

**SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY**

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2017	Annual Costs 2017	Biweekly Charge for each Sheriff's Deputy to Municipality in 2018	Annual Costs 2018
<b>Captain</b>	1	\$7,270.50	\$189,033	\$7,450.74	\$193,719
<b>Lieutenant</b>	2	\$6,214.42	\$323,150	\$6,379.13	\$331,714
<b>Patrol Sergeant</b>	7	\$5,687.73	\$1,035,167	\$5,837.49	\$1,062,425
<b>Detective Sergeant</b>	1	\$5,773.88	\$150,121	\$5,929.73	\$154,173
<b>Deputy II (w/fill)</b>		\$5,724.62		\$5,875.15	
<b>Deputy II (no-fill)</b>	50	\$4,971.88	\$6,463,450	\$5,107.38	\$6,639,600
<b>Deputy II (no-fill/no-vehicle)</b>		\$4,636.15		\$4,756.64	
<b>Patrol Investigator (no-fill)</b>	18	\$5,058.04	\$2,367,162	\$5,199.62	\$2,433,420
<b>Deputy I (no-fill)</b>		\$4,675.42		\$4,805.00	
<b>Estimated Overtime</b>			\$728,768		\$743,342
<b>Front desk &amp; building PTNE Security Deputies</b>	12	\$20.42 per hour	\$224,400 estimated	\$20.83 per hour	\$228,888 estimated
<b>PTNE Office Assistants</b>	4	\$16.48	\$84,048 estimated	\$16.88	\$85,728 estimated
<b>TOTAL</b>	<b>95</b>		<b>\$11,565,299</b>		<b>\$11,873,009</b>

**NOTE:** For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.

**NOTE:** The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

## **SCHEDULE B**

### **HOLIDAY PAY**

Rank of Sheriff's Deputies Contracted	Regular Holiday Pay	Regular Holiday Pay – Not Worked <sup>1</sup>	Holiday Overtime <sup>2</sup>	Overtime	Additional Charges
Captain	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
Lieutenant	INCLUDED	OPTIONAL <sup>3</sup>	NOT INCLUDED	NOT INCLUDED	YES
Patrol Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Detective Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (w/fill)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	NO
Deputy II (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (no-fill/no-vehicle)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Patrol Investigator (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy I (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES

**NOTE:** As used above, "INCLUDED" or "NOT INCLUDED" mean whether or not these costs are included in the biweekly charges shown in Schedule A.

<sup>1</sup> Billed using the Regular Hourly Rate indicated in Schedule C. "INCLUDED" is calculated using 5 paid leave days in lieu of 3 holidays. In December, communities with No-Fill Deputies (I & II's) will be charged for 2 days (16 hours) at the Regular Hourly Rate.

<sup>2</sup> Billed using the Overtime Hourly Rate indicated in Schedule C.

<sup>3</sup> "OPTIONAL" means that it will depend on the O.C.S.O's holiday schedule, the individual's work schedule, and the collective bargaining agreement.

**SCHEDULE C****HOURLY RATES**

	Regular Hourly Rate 2017	Overtime Hourly Rate 2017	Regular Hourly Rate 2018	Overtime Hourly Rate 2018
<b>Captain</b>	N/A	N/A	N/A	N/A
<b>Lieutenant</b>	\$58.26	\$87.39	\$59.43	\$89.15
<b>Patrol Sergeant</b>	\$52.89	\$79.34	\$53.95	\$80.93
<b>Detective Sergeant</b>	\$52.89	\$79.34	\$53.95	\$80.93
<b>Deputy II (w/fill)</b>	\$44.17	\$66.26	\$45.05	\$67.58
<b>Deputy II (no/fill)</b>	\$44.17	\$66.26	\$45.05	\$67.58
<b>Deputy II (no-fill/no- vehicle)</b>	\$44.17	\$66.26	\$45.05	\$67.58
<b>Patrol Investigator (no-fill)</b>	\$44.17	\$66.26	\$45.05	\$67.58
<b>Deputy I (no-fill)</b>	\$40.55	\$60.83	\$41.36	\$62.04
<b>PTNE Deputy</b>	\$20.42	\$30.63	\$20.83	\$31.25
<b>Technical Assistant</b>	\$28.18	\$42.27	\$28.75	\$43.13

	Regular Hourly Rate 2017	Overtime Hourly Rate 2017	Regular Hourly Rate 2018	Overtime Hourly Rate 2018
Account Clerk I	\$21.93	\$32.90	\$22.37	\$33.56
PTNE Office Assistant	\$16.48	\$24.72	\$16.88	\$25.32



## DEPARTMENT OF COMMUNITY DEVELOPMENT

### MEMORANDUM

TO: Honorable Mayor, Council President and City Council Members

FROM: Garland Doyle, M.P.A., CNP, Deputy Director, Community Development Department, thru  
Jane Bais DiSessa, Deputy Mayor

DATE: December 1, 2016

RE: Updated Community Development Block Grant Program (CDBG) FY 2017 Proposed Allocations

The following are the revised list of projects that are recommended for PY 2017 CDBG funding. After meeting with Oakland County Community and Home Improvement Division who administer our Community Development Block Grant funds, we have removed the Youth Centers project. We were informed by the County that we must identify a building for the youth center before we can allocate funding for the project. Also, we would need to complete an environmental assessment as well on the building. At this time, no building has been identified and we cannot complete an environmental assessment on a building prior to the application due date. Therefore, the Community Development Department is recommending that the \$250,000 funding proposed for the Youth Center is allocated to demolition. This will increase the demolition allocation to \$431,526.

It is our understanding that the Mayor has established a taskforce to identify a site for the proposed youth center. After a site has been identified then CDBG funds can be allocated to the project.

#### Project

#### Proposed Allocation

- Sidewalks \$300,000

The City is proposing to launch a sidewalk replacement program in CDBG low income census tract areas. We will establish a rating system based on the deterioration of the sidewalk. The most hazardous sidewalks will be replaced first. By establishing this sidewalk replacement program, the City will reduce its liability and lawsuits from sidewalk injuries.

- Demolition & Clearance and Demolition \$431,526

Beginning in 2012, the City launched a demolition and clearance program. To-date, we have demolished 301 residential structures using CDBG funds. Overall, approximately 677 structures have been demolished in the City. Other funding sources used include: Michigan Hardest Hit Funds, Neighborhood Stabilization Funds and Private. The 2017 allocation will be used to demolition approximately twenty nine (29) structures.

Blighted properties continue to be an option for criminal activity and fire hazards for City neighborhoods. Removal of blighted structures will help to make neighborhoods desirable, create incentives for new residents to move in and existing residents to remain. The City has no general fund monies to pay for the demolition of these structures. If this issue is not addressed, the blight will continue to deteriorate City neighborhoods.

GD:jbd



## DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP  
Deputy Director, Community Development Department

THRU: Jane Bais DiSessa  
Deputy Mayor

DA: December 8, 2016

RE: Resolution to Approve the Community Development Block Grant (CDBG) Program  
Year (PY) 2017 Application

WHEREAS, the City Council has received the Community Development Department recommendations for projects for the CDBG PY 2017 and

WHEREAS, the Community Development Department has recommended \$300,000 be allocated to the sidewalk project and \$431,526 to the demolition and clearance program and

WHEREAS, the City Council held a public hearing on the proposed allocations for PY 2017 on December 1, 2016.

NOW, THEREFORE BE IT RESOLVED, the Pontiac City Council approves the submission of the CDBG PY 2017 application with the proposed allocations to the Oakland County Community and Home Improvement Division.