



**PONTIAC CITY COUNCIL  
STUDY SESSION  
November 9, 2017  
6:00 P.M.  
214<sup>th</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

Roll Call

Authorization to excuse councilmembers

Amendments to and Approve the Agenda

Approval of the minutes

1. November 2, 2017

Public Comment

**Agenda Items**

1. Resolution for 2017-18 Budget rollover amendments
2. Resolution for the 2017 Road Commission for Oakland County Winter Maintenance Agreement.

Adjournment

November 2, 2017

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

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, November 2, 2017 at 6:00 P.M. by President Patrice Waterman.

Call to Order at 6:00 P.M.

Roll Call

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

Members Absent: Carter and Holland.

Clerk announced a quorum.

17-333        **Excuse Councilperson Carter and Holland for personal reasons.** Moved by Councilperson Pietila and supported by Councilperson Woodward.

Ayes: Pietila, Taylor-Burks, Waterman, Williams and Woodward  
No: None

17-334        **Approval of the Agenda with changes to move agenda items directly after special presentation.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

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

17-335        **Journal of October 26, 2017.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

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

17-336        **Closed Session minutes October 19, 2017 and October 26, 2017.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

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

Special Presentation – Pride and Beautification

Councilman Mark Holland arrived at 6:10 p.m.

17-337        **Resolution for approval of Home Demolition Batch 8 & 10.** Moved by Councilperson Woodward and supported by Councilperson Williams.

November 2, 2017

Whereas, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batches 8 & 10 on October 2, 2017 and publically opened bids; and,  
Whereas, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager; and,  
Whereas, the most experienced and responsible bidder is being recommended for the contract; and,  
Whereas, the contract will be granted to International Construction Inc. The funding for any and all work performed under this contract will be CDBG monies,  
Now, Therefore, Be It Resolved that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with: International Construction Inc. for Home Demolition for Batches 8 & 10 as budgeted.

Ayes: Williams, Woodward, Taylor-Burks and Waterman

No: Holland and Pietila

**Resolution Passed.**

17-338      **Resolution for approval of Home Demolition Batch 9 & 11.** Moved by Councilperson Williams and supported by Councilperson Taylor-Burks.

Whereas, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batches 9 & 11 on October 2, 2017 and publically opened bids; and,  
Whereas, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager; and,  
Whereas, the most experienced and responsible bidder is being recommended for the contract; and,  
Whereas, the contract will be granted to Milford Salvage Iron & Metal Co., Inc. The funding for any and all work performed under this contract will be CDBG monies,  
Now, Therefore, Be It Resolved that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with: Milford Salvage Iron & Metal Co., Inc. for Home Demolition for Batches 9 & 11 as budgeted.

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

No: None

**Resolution Passed.**

17-339      **Resolution for approval of Asbestos Abatement for Batch 8, 9, 10 & 11.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Whereas, the City of Pontiac advertised and received responses to a request for proposals for Asbestos Abatement for Batches 8, 9, 10 & 11 on October 2, 2017 and publically opened bids; and,  
Whereas, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager; and,  
Whereas, the most experienced and responsible bidder is being recommended for the contract; and,  
Whereas, the contract will be granted to MWV Environmental Inc. The funding for any and all work performed under this contract will be CDBG monies,  
Now, Therefore, Be It Resolved that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with: MWV Environmental Inc. for Asbestos Abatement for Batches 8, 9, 10 & 11 as budgeted.

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

No: None

**Resolution Passed.**



November 2, 2017

17-340            **Resolution for an actuarial study of the 64 Retirees of the City who are members of the General Employees Retirement System.** Moved by Councilperson Woodward and supported by Councilperson Williams.

Be It Further Resolved that the Pontiac City Council fully authorizes an actuarial study of the 64 Retirees, it shall be completed within two weeks, and the City of Pontiac will cover the cost associated with the study.

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

No: None

**Resolution Passed.**

Deputy Mayor Report or Departmental Head Report – Deputy Mayor Jane Bais-DiSessa

There were 24 individuals who addressed the body during public comments.

Honorable Mayor Deirdre Waterman Reported

City Clerk Sherikia Hawkins, Councilwoman Doris Taylor-Burks, Councilman Don Woodward, Councilman Mark Holland, Councilman Kermit Williams, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments. City Attorney John Clark had no closing comments.

**President Patrice Waterman adjourned the meeting at 10:37 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: November 7, 2017

TO: Jane Bais DiSessa,  
Deputy Mayor

FROM: Nevrus P. Nazarko, CPA  
Finance Director

CC:

SUBJECT: Budget rollover amendments 2017-18

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Mrs. DiSessa,

As we close the books on the 2016-2017 fiscal year, we have realized that some of the appropriations approved for that fiscal year have not materialized. After discussing the items not completed with the department heads, we are proposing to amend the 2017-2018 budgets to include these rollover items that were not completed in the first fiscal year. These amendments will increase the total appropriations for the respective funds as follows:

General Fund: \$544,544  
Major Street Fund: \$700,000  
Local Street Fund: 1,285,615  
Senior Activities Fund: \$391,686  
Capital Improvement Fund: \$488,160

Since these are projects that were fully funded for in the previous fiscal year the increased appropriations for the current fiscal year will use the fund balance from the 2016-2017 fiscal year.

Below are the details of these rollover appropriations and their impact on the fund balance:

101 - General Fund		
Appropriations	Increase (Decrease)	
City Council		
Other Services and Charges		45,225
Mayor		
Other Services and Charges		16,209
Finance Administration		
Other Services and Charges		27,258
Department of Public Services - Engineering		
Capital Outlay		86,200
Community Development		
Other Services and Charges		55,859
Planning		
Other Services and Charges		28,571
Park Grounds Maintenance		
Other Services and Charges		285,223
<b>Total Appropriations</b>		<b>544,544</b>
Projected Ended Fund Balance - FY 17		17,073,776
Budgeted Revenues - FY 18		34,909,411
Budgeted Appropriations - FY 18	(37,355,513)	
Rollover budget amendment proposed - FY 18	(544,544)	
Amended Appropriations - FY 18	(37,900,057)	
<b>Projected Fund Balance - FY 18</b>		<b>14,083,130</b>
Fund balance as a percentage of expenditures		37%
Fund balance policy		15%

202 - Major Streets Fund	
<b>Revenue</b>	<b>Increase (Decrease)</b>
Transfers To/From Other Funds	
Transfer in From Local Street Fund	700,000
<b>Total Revenue</b>	<b>700,000</b>
<b>Appropriations</b>	
Routine Maintenance and Roads	
Capital Outlay	700,000
<b>Total Appropriations</b>	<b>700,000</b>
Projected Ended Fund Balance - FY 17	2,817,625
Budgeted Revenues - FY 18	6,119,620
Rollover budget amendment proposed - FY 18	700,000
Amended Revenues - FY 18	6,819,620
Budgeted Appropriations - FY 18	(7,821,768)
Rollover budget amendment proposed - FY 18	(700,000)
Amended Appropriations - FY 18	(8,521,768)
<b>Projected Fund Balance - FY 18</b>	<b>1,115,478</b>
Fund balance as a percentage of expenditures	13%
Fund balance policy	10-20%

203 - Local Streets Fund	
<b>Appropriations</b>	<b>Increase (Decrease)</b>
Non-Motorized	
Capital Outlay	75,000
Routine Maintenance and Roads	
Capital Outlay	510,615
Transfers Out	
Transfer to Major Street Fund	700,000
<b>Total Appropriations</b>	<b>1,285,615</b>
Projected Ended Fund Balance - FY 17	4,263,187
Budgeted Revenues - FY 18	3,435,290

Budgeted Appropriations - FY 18	(5,142,427)
Rollover budget amendment proposed - FY 18	(1,285,615)
Amended Appropriations - FY 18	(6,430,892)
<b>Projected Fund Balance - FY 18</b>	<b>1,270,436</b>
<b>Fund balance as a percentage of expenditures</b>	<b>20%</b>
<b>Fund balance policy</b>	<b>10-20%</b>

212 - Senior Activities Millage Fund		
Appropriations	Increase (Decrease)	
Ruth Peterson Senior Citizen Center		
Capital Outlay		242,130
Bowen Senior Citizen Center		
Capital Outlay		149,556
<b>Total Appropriations</b>	<b>391,686</b>	
Projected Ended Fund Balance - FY 17	972,386	
Budgeted Revenues - FY 18	318,265	
Budgeted Appropriations - FY 18	(338,979)	
Rollover budget amendment proposed - FY 18	(391,686)	
Amended Appropriations - FY 18	(730,665)	
<b>Projected Fund Balance - FY 18</b>	<b>559,987</b>	
<b>Fund balance as a percentage of expenditures</b>		<b>77%</b>
<b>Fund Balance Policy</b>		<b>10%</b>



445 - Capital Improvement Fund		
Appropriations	Increase (Decrease)	
Building Maintenance		
Capital Outlay		290,000
Police & Sheriff		
Capital Outlay		102,483
Public Works Operations		
Capital Outlay		95,677
<b>Total Appropriations</b>		<b>488,160</b>
Projected Ended Fund Balance - FY 17		3,430,522
Budgeted Revenues - FY 18		860,155
Budgeted Appropriations - FY 18	(3,109,453)	
Rollover budget amendment proposed - FY 18	(488,160)	
Amended Appropriations - FY 18	(3,597,613)	
<b>Projected Fund Balance - FY 18</b>		<b>693,064</b>
Fund balance as a percentage of expenditures		19%
Fund balance policy		15%

If the council agrees with the renewal here is a resolution needed to pass:

*Whereas, the City of Pontiac timely approved the 2017-2018 budget on June 8, 2017, and;*

*Whereas, the Mayor and Finance Director have reviewed the department heads request for rollover of unused appropriations in the previous fiscal year, 2016-2017, and;*

*Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current fiscal year 2017-2018 for the funds and amounts described above as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended*

*Now Therefore, Be It Resolved, that the City Council of the City of Pontiac approves the budget rollover amendments for the fiscal year 2017-2018 as presented above.*



2017-2018 WINTER MAINTENANCE AGREEMENT  
CITY OF PONTIAC

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Pontiac, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, The City desires that the Board provide snow removal and ice control on certain city major streets under the terms of this Agreement, to be paid for by the City as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The Board will perform Winter Maintenance of certain roads under the terms of this Agreement, and the City will pay the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," to be performed by the Board, shall mean snow removal and ice control, on all city major streets, as described in Exhibit A, as follows: Snow removal by blading, plowing and other methods and ice control by salting, sanding, scraping and other methods, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the Board shall be in accordance with the Board's current Winter Maintenance Guidelines.

II

The Board shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The City shall have the right to audit Board accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the Board, the City hereby agrees to pay to the Board the full cost incurred by the Board in providing the subject services, including labor, fuel and salt provided by the Board and utilized on the subject streets. (Pay scale for truck drivers are listed on Exhibit A) Payments are to be made by the City to the Board upon receipt of invoices from Board within thirty (30) days. The designated City representative will contact RCOC to initiate the start of winter operations for each event throughout the winter. During the winter operations the two agencies will keep in contact as to the road conditions and coverage and termination of said operations

IV



The City will provide to the Board at no cost to the Board, three (3) City trucks to be utilized by the Board in the snow removal and de-icing services to be provided by the Board.

The City shall be responsible for all payments owing to GE Capital by the City for the trucks.

~~The Board will maintain such trucks, as needed, during the term of this Agreement and will insure such City trucks and will cause the City to be designated as an additional insured.~~

## V

The Board will notify the designated City representative as to any damage or malfunctioning of the City equipment. The Board, with authorization from the City, will perform minor repairs to the City trucks on as needed bases. Minor repairs would include but not be limited to mirror repairs, light issues, tire repairs, broken hydraulic line and blade changes. Major repairs will be coordinated with the City as to where the repairs will be made. If two of the three City trucks are out of service, the City will assist RCOC in the winter operations for designated roads in Exhibit A. ~~The City will be responsible for the cost of all major and minor repairs, unless such repairs arise out of the RCOC operator's gross negligence. Payments for such repair costs are to be made by the City to the Board upon receipt of invoices from Board within thirty (30) days.~~

## VI

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action, both known and unknown, arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, whether during the progress or after the completion thereof; with the exception of claims for workers' compensation and employer's liability benefits as to RCOC employees during the performance of this contract.

## VII

The Board shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages

## VIII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the Board and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.



IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before **October 1, 2018**, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination. If neither party proposes to terminate the agreement, this contract may be extended upon agreement by both parties for seasons 2018-19 and 2019-20."

This Agreement is executed by the City by authority of **its Mayor**.

Witnesses:

CITY OF PONTIAC  
A Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Its: **Mayor**

Witnesses:

BOARD OF COUNTY ROAD  
COMMISSIONERS OF THE COUNTY OF  
OAKLAND,  
A Public Body Corporate

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



WINTER MAINTENANCE  
2017 – 2018

CITY OF PONTIAC

EXHIBIT A

Telegraph: West City Limit to Walton Blvd  
Collier: West City Limit to East City Limit  
Walton Blvd: West City Limit to Perry  
Columbia: Baldwin to Joslyn  
Kennett: Oakland Ave to Baldwin  
Montcalm: Oakland Ave to Perry  
Howard: West Limit to Perry  
Beverly: Highwood to Joslyn  
Pontiac Rd: Perry to Commonwealth  
Madison: Joslyn to Perry  
MLK Jr.: Perry to University  
Baldwin: Oakland Ave. to N. City Limit  
Saginaw: Loop to Montcalm  
Glenwood: Montcalm to Columbia  
Joslyn: Perry to N. City Limit  
Giddings: Perry to N. City Limit  
Vanguard: Telegraph to End  
Highwood: Beverly to Columbia

## EXHIBIT B

### 2017-2018 WINTER MAINTENANCE AGREEMENT

#### ROAD COMMISSION FOR OAKLAND COUNTY

#### INSURANCE PROVISION (CITY)

##### Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.



2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Pontiac City Council

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
John V. Balint, Acting Director of DPW

**DATE:** November 6, 2017

**RE:** **2017 Road Commission for Oakland County Winter Maintenance Agreement**

The Department of Public Works has met with and worked out a new Winter Maintenance Agreement for the 2017-18 Season. This agreement details the expected service to be provided to the City by the Road Commission for Oakland County as well as the coordination between the two entities and vehicle maintenance requirements.

The primary change in this agreement has to do with the maintenance area. This agreement removes the roads South of M-59 which will now be plowed by City forces.

It is the recommendation of the Department of Public Works that the City accept the 2017-18 Winter Maintenance Agreement with the Road Commission for Oakland County.

WHEREAS, The City of Pontiac has met with and worked out the details of the subject agreement with the Road Commission for Oakland County, and;

WHEREAS, the City has removed the portion of roads South of M-59 from the previous contract and will be performing that work in-house, and;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a contract with the Road Commission for Oakland County for 2017-18 Winter Maintenance.

JVB

Attachments