

PONTIAC CITY COUNCIL

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



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

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

STUDY SESSION

December 4, 2018

6:00 P.M.

60th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Meeting of November 27, 2018

Special Presentation

2. Community Development Block Grant (CDBG) Program Year 2019 Application Proposed Allocations

Public Hearing

3. Community Development Block Grant (CDBG) Program Year 2019 Application

Public Comment

Agenda Items from November 27, 2018 Formal Meeting

4. Resolution for Clerical Amendments to Resolution 18-398 and 18-399 Required by the State for IFT Plant Rehabilitation District- Peninsula Plastics Company, Inc.
5. Resolution to Approve Budget Amendments to transfer amount necessary to fund already approved 5% salary increase for City Employees hired on or before May 1, 2018 excluding the City Council Department, Mayor, Deputy Mayor, Department Heads and/or Directors and to increase those full-time employees paid less than \$15 per hour to \$15 per hour.
6. Resolution to Request the City Attorney draft an Ordinance that reinstates the position of Legislative Auditor

New Agenda Items for Consideration

7. Resolution to amend the 10th Pontiac City Council's Rules and Procedures effective January 1, 2019 removing the City Attorney as Parliamentarian and appoints Eleanor A. Siewert as the Pontiac City Council Parliamentarian.

8. Resolution to enter into an employment agreement with Eleanor A. Siewert as the Pontiac City Council Parliamentarian
9. Resolution for "Junior Grand Marshal" Jay'Da Geter
10. Resolution to authorize Mayor to sign Oakland County Sherriff's Office 2019-2021 Law Enforcement Agreement with the City of Pontiac.
11. Resolution to authorize Mayor to sign 2017 Local Road Improvement Match Fund Cost Participation Agreement for the Resurfacing of University Drive and Mill Street.
12. Resolution to authorize Mayor to sign 2018 Local Road Improvement Match Fund Cost Participation Agreement for the Resurfacing of Mill Street from Huron (M59) to Water Street.
13. Resolution to approve the Planning Commission's recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac.
14. Ordinance to Decriminalize Certain Forms of Possession of Marihuana and Prohibit All Forms of Recreational Marihuana Establishments within in the City Of Pontiac and Add Sections to Chapter 86 of the City Of Pontiac Code of Ordinances
15. Resolution to approve the Community Development Block Fund Allocation for Program Year 2019.

Adjournment

MINUTES

November 27, 2018

**Official Proceedings
Pontiac City Council
59th Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday November 27, 2018 at 6:00 p.m. by Council President Kermit Williams.

Call to Order at 6:00 p.m.

Invocation

Pledge of Allegiance

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman, Williams and Woodward.
Mayor Waterman was present.
Clerk announced a quorum.

18-448 **Motion to add a special presentation from Tom Kimble regarding Holiday Extravaganza, ad-on resolution on clerical amendments to resolution 18-398 and 18-399 required by the state for IFT Plant Rehabilitation District-Peninsula Plastics after subcommittee reports. Ad-on resolution regarding Giarmarco, Mullins & Hortons as agenda item #14 and ad-on resolution regarding an ordinance to reinstate the Legislative Auditor position as agenda item #15 and approve the agenda with amendments. Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.**

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

No: Pietila

Motion Carried.

Special Presentation by Tom Kimble regarding Holiday Extravaganza

18-449 **Minutes of November 20, 2018 Special Meeting. Moved by Councilperson Waterman and second by Councilperson Woodward.**

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

No: None

Motion Carried.

18-450 **Minutes of November 20, 2018 Study Session. Moved by Councilperson Waterman and second by Councilperson Woodward.**

November 27, 2018

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

No: None

Motion Carried.

Council requested that the administration bring back the resolution for Clerical Amendments to resolution #18-398 and #18-399 next week.

Subcommittee Reports – Public Safety – Mary Pietila and Community Development – Don Woodward

Recognition of Elected Officials

Mike Mc Guinness, Pontiac School Board

Agenda Addresses

Billie Swayzer addressed the body about agenda item 9 and 10

18-451 **Resolution to authorize the Mayor to enter into a contract with Covenant Cemetery Services for 2018-2023.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac has had Covenant Cemetery Services performing cemetery services and maintenance at both City Cemeteries, Oak Hill and Ottawa Park since April of, and;

Whereas, they have prepared a comprehensive, long term plan for operation of both cemeteries, and;

Now, Therefore, Be It resolved that the Pontiac City Council authorized the Mayor to enter into a contract with Covenant Cemetery Services for 2018-2013.

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

No: None

Resolution Passed.

18-452 **Resolution from the Interim City Clerk regarding salaries in the Office of the City Clerk.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, Sheila Grandison, Deputy City Clerk and Annette Wesley, Election Specialist assumed additional duties and job responsibilities as result of the City Clerk's position being vacant; and,

Whereas, the Pontiac City Council resolution 17-363 approved on November 30, 2017 increased Sheila Grandison salary to \$62,000 and Annette Wesley's hourly rate to \$24.04 from 17.63; and,

Whereas, Garland S. Doyle was appointed Interim City Clerk effective October 29, 2018; and

Whereas, Annette Wesley's additional job responsibilities has ended; and,

Whereas, the Marihuana Ordinance has imposed some new responsibilities of the City Clerk. Sheila Grandison as the Deputy City Clerk will have to assume some additional job responsibilities; and

Now, Therefore, Be It Resolved, that the Pontiac City Council does hereby approve Sheila Grandison remaining at \$62,000 annual salary until June 30, 2019. Annette Wesley hourly rate of \$18.52 due to the Mayor's proposed 5% salary increase effective December 3, 2018.

November 27, 2018

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

No: Pietila

Resolution Passed.

~~18-453 Resolution to establish a living wage for the City of Pontiac Employees. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.~~

~~Whereas, pursuant to the Pontiac City Charter, provision 3.120, Control of City Payroll, no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the city except as approved by the Council; and,~~

~~Whereas, the Pontiac City Council supports employees earning an adequate living wage; and,~~

~~Whereas, maintaining a minimum wage of \$15.00 per hour leads to higher productivity and reduces turnover; and,~~

~~Whereas, every City of Pontiac employee should be making at least \$15.00 per hour.~~

~~Now, Therefore, Be It resolved, that the Pontiac City Council hereby establishes a minimum hourly wage of \$15.00 per hour.~~

~~Ayes: Woodward, Carter, Miller, Taylor-Burks, Waterman and Williams~~

~~No: Pietila.~~

~~Resolution Passed.~~

18-454 Motion to rescind Living Wage resolution for the City of Pontiac Employees. Moved by Councilperson Tylor-Burks and second by Councilperson Miller.

Ayes: Carter, Miller, Pietila, Tylor-Burks, Waterman, Williams and Woodward

No: None

Motion Carried.

18-455 Motion to amend Living Wage resolution for the City of Pontiac Employees. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Whereas, pursuant to the Pontiac City Charter, provision 3.120, Control of City Payroll, no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the city except as approved by the Council; and,

Whereas, the Pontiac City Council supports employees earning an adequate living wage; and,

Whereas, maintaining a minimum wage of \$15.00 per hour leads to higher productivity and reduces turnover; and,

Whereas, every City of Pontiac employee should be making at least \$15.00 per hour.

Now, Therefore, Be It resolved, that the Pontiac City Council hereby establishes a minimum hourly wage of \$15.00 per hour for full-time employees.

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

No: None

Resolution Passed.

November 27, 2018

18-456 **Resolution to set salary and qualifications for the Deputy Director of Community Development.** Moved by Councilperson Woodward and second by Councilperson Miller.

Whereas, pursuant to the Pontiac City Charter, provision 3.120, Control of the City Payroll, no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the city except as approved by the Council; and,

Whereas, section 2-143 of Ordinance No. 22XX, Deputy Director, provides that there may be a deputy director of the department of community development whose appointment and compensation shall be in accord with the procedures provided for in the Charter. The Deputy Director of the Department of Community Development shall be considered the Chief Assistant Director of the Department of Community Development. The Deputy Director of the Department of Community Development shall have a bachelor's degree in architecture, business administration, community development, or political science, or public administration and at least three years' experience in administration in the enforcement of zoning ordinances, grant administration, or economic development activities.

Now, therefore, Be It Resolved that the Pontiac City Council hereby requires that before the position of Deputy Director of Community Development is filled, the Pontiac City Council must be presented with the qualifications of the candidate and provided proof that the candidate's qualifications are consistent with the Ordinance. Further, the annual salary for the Deputy Director of Community Development is set at \$55,000 per year.

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

No: None

Resolution Passed.

18-457 **Resolution for 5% wage increase for those full-time employees that were hired before May 1, 2018 excluding the City Council department, Mayor, Deputy Mayor, Department Heads and/or Directors.** Moved by Councilperson Woodward and second by Councilperson Tylor-Burks.

Whereas, pursuant to the Pontiac City Charter, provision 3.120, Control of City Payroll, no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the city except as approved by the Council; and,

Whereas, effective December 1, 2018, Mayor Waterman is requesting to increase the wages by 5% for those full-time City employees that were hired before May 1, 2018 excluding the City Council Department and the Mayor; and,

Whereas, the 2018-2019 budget as adopted by City council on June 8, 2018 did contain a provision for employee wage increases in the general fund for \$146,724 under department 270 – personnel.

Whereas, the Controller's office has performed a calculation of the impact on the budget for these increases and has determined that the \$146,724 provision is sufficient to provide this increase to those eligible employees; and,

Whereas, the Pontiac City Council has requested documentation in support of some of the proposed raises.

Now, Therefore, Be It Resolved that the Pontiac City Council hereby agrees to the 5% wage increase for those full-time employees that were hired before May 1, 2018 excluding the City Council Department,

November 27, 2018

mayor, Deputy Mayor, Department Heads and/or Directors, until further documentation is presented and reviewed.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter, Miller and Pietila
No: None
Resolution Passed.

18-458 **Table for one week the Resolution to approve Budget Amendments to transfer amount necessary to fund already approved 5% Salary increase for the City Employees hired on, or before May 1, 2018 (excluding Mayor and City Council Department).** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

Memorandum Resolution to strike Deputy Mayor and Departmental Head Report – Council received the report.

18-459 **Resolution to update the 10th Council Rules and Procedures.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, effective April 24, 2018, the 10th Pontiac City Council Rules and Procedures were adopted; and, Whereas, the rules and procedures as it relates to Pontiac City Council Study Sessions, currently provides for Deputy Mayor Report or Departmental Head Reports; and, Whereas, during Study Sessions, the Deputy Mayor and all Department Heads are provided an opportunity to speak on corresponding agenda items and address any and all concerns; and, Whereas, items to be included for the Study Session should be provided to the City Clerk in writing, no later than 5:00 p.m. on the Thursday prior to the regularly scheduled Tuesday, Pontiac City Council Study Session.

Now, Therefore, Be It Resolved, that the Pontiac City Council hereby amends the 10th Pontiac City Council Rules and Procedures and removes the Deputy Mayor and Department Head Reports, will allow matters to be referred to the Policy Advisor and subcommittees and requires that any information to be included on the agenda for a Study Session, be provided in writing, to the City Clerk by 5:00 p.m. on the Thursday prior to the regularly scheduled Tuesday, Pontiac City Council Study Session.

Ayes: Carter, Miller, Pietila, Tylor-Burks, Waterman, Williams and Woodward
No: None
Resolution Passed.

Ordinance Opting-Out of Recreational Marihuana Facilities – The report was received. The first reading will occur next meeting.

18-460 **Resolution for Giarmarco, Mullins & Horton P.C.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

November 27, 2018

Whereas, Giarmarco, Mullins & Horton, P.C. provides legal representation for the City of Pontiac; and,
Whereas, Anthony Chubb is an attorney with Giarmarco, Mullins & Horton, P.C. law firm; and,
Whereas, Anthony Chubb has been assigned by Giarmarco, Mullins & Horton, P.C. to the Pontiac City Council and to appear at City Council meetings as the City Attorney; and,
Whereas, there has been a break-down of the attorney client relationship between the Pontiac City Council and attorney Anthony Chubb; and,
Whereas, Rule 1.16 of the Michigan Rules of Professional Conduct, Declining or Terminating Representation, more specifically Discharge, allows a client to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyers services; and,
Whereas, pursuant to a fee agreement, the Pontiac City Council provides monetary compensation to Giarmarco, Mullins & Horton, P.C. for providing representation and appearances at each Pontiac City Council meeting.
Now, therefore, Be It resolved, that the Pontiac City Council hereby requests that Giarmarco, Mullins & Horton, P.C. assign another attorney to appear at City Council meetings.

Ayes: Miller, Taylor-Burks and Williams.

No: Pietila, Woodward and Carter.

Abstain: Waterman.

Resolution Failed.

Council will bring back next week the resolution to reinstate the position of Legislative Auditor.

Eleven (11) individuals addressed the body during public comment.

Mayor Waterman made closing remarks.

City Council Members made closing remarks.

Council President Kermit Williams adjourned the meeting at 8:40p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

AGENDA

ITEM

4



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Rachel Loughrin, Economic Development Director

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

DATE: November 29, 2018

RE: **Resolution for Clerical Amendments to Resolution 18-398 and 18-399
Required by the State for IFT Plant Rehabilitation District - Peninsula
Plastics Company, Inc., at 1200 Auburn Ave., Pontiac, MI.**

Attached you will find the revised resolution for Peninsula Plastics as well as the letter from the state explaining the request.

As explained previously, this revision is a request of the state. There is a law that requires that communities verify the percentage of the aggregate real & personal property exempt from ad valorem taxes against their total SEV. For your information, attached is the confirmation letter from the City's Financial Analyst, Sekar Bawa, dated November 29, 2018, which addresses this requirement.

RL

Attachments.



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

November 26, 2018

Ryan Victory
Peninsula Plastics, Inc.
2800 Auburn Court
Auburn Hills, MI 48326

Re: File No. 2018-151

We are in receipt of an Industrial Facilities Tax Exemption (IFE) application, which is missing the following items:

- ☒ The resolution establishing the plant rehabilitation district must be dated, certified by the Clerk and include the following statement. The following statement was missing from the district resolution.
WHEREAS, that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete;
- ☒ The resolution approving the application with required statements, see attached sample.
The following statement was missing from the resolution:
The aggregate SEV of real and personal property exempt from ad valorem taxes within the (governmental unit), after granting this certificate, (will/will not) exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.
- ☒ Breakdown of real property improvements for rehabilitation applications:
A listing of existing real property, machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
- ☒ Application states this is a rehabilitated facility, Is the personal property being rehabilitated? If not, it will have to be separated from the rehab portion of the application. Please provide clarification.

Please send the missing documentation via e-mail within 7 days of the date of this letter. If the required documentation is not received within the time frame allotted the application will be dismissed as inactive at the December 18, 2018 State Tax Commission meeting.

Sincerely,

Janay Jenkins
Property Tax Exemption Section
Property Services Division

Fax Number (517) 373-3553
E-Mail jenkinsj5@michigan.gov
State of Michigan
Property Tax Exemption Section
P.O. Box 30471
Lansing, MI 48909-7971



CITY OF PONTIAC
DEPARTMENT OF FINANCE
Sekar Bawa, Sr. Financial Analyst
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3188

November 29, 2018

The Honorable Deirdre Waterman, Mayor
Members of City Council

Dear Mayor and Members of City Council:

Subject: Peninsula Plastics, 1200 Auburn Ave. – Abatement under State Act P.A. 198 (IFT)

Peninsula Plastics applied for IFT tax abatement under section P.A.198 of the State Act. Based on the information provided in the application, I reviewed the data to ensure that the proposed investment project meets all the condition specified in the P.A 198 to be eligible for the IFT tax abatement.

One of the condition is that State Equalized Value (SEV) of the Special Act parcels cannot be in excess of 5% of SEV of the all the parcels in the City. As of 10/29/2018, 5% of total SEV of all the parcels in the City of Pontiac was \$43,859,395. Total estimated SEV of the Special Act Parcels including proposed investment from Peninsula Plastics was \$22,084,933, which is well below the 5% of Total SEV. I have given below the details.

Ad Valorem + Special Act Parcels

	SEV As of 10/29/18
Ad Valorem	856,243,790
CRA - Frozen	2,068,350
CRA - Rehab	1,141,500
IFT - New	15,017,240
IFT - Rehab	159,180
OPRA - Frozen	1,223,770
OPRA - Rehab	790,340
Landbank Sales ("5/50" Claim)	543,720
TOTAL SEV	877,187,890

5% of SEV all the Parcels

43,859,395

Special Acts Parcels Only

SEV As of 10/29/18

CRA - Frozen	2,068,350
CRA - Rehab	1,141,500
IFT - New	15,017,240
IFT - Rehab	159,180
OPRA - Frozen	1,223,770
OPRA - Rehab	790,340
Landbank Sales ("5/50" Claim)	543,720

Total Special Act Parcels 20,944,100

Peninsula Plastics SEV 1,140,833

Special Act SEV Including Peninsula Plastics 22,084,933

If you have any questions please do not hesitate to contact me.

Best regards,

Sekar Bawa

Sekar Bawa
Sr. Financial Analyst.



Resolution for Clerical Amendments to Resolution 18-398 and 18-399 Required by the State for IFT Plant Rehabilitation District - Peninsula Plastics Company, Inc., at 1200 Auburn Ave., Pontiac, MI.

WHEREAS, The State of Michigan is requiring the following factual statements to be added to the Resolutions identified below.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pontiac that:

- 1) Resolution 18-398 Resolution to establish an Industrial Facilities Tax Exemption (IFT) Plant Rehabilitation District for Peninsula Plastics Company, Inc., at 1200 Auburn Ave., Pontiac, MI (passed on October 23, 2018) shall be amended to add the following recital

WHEREAS, that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete

- 2) Resolution 18-399 Resolution to approve Industrial Facilities Tax (IFT) Application for Peninsula Plastics 1200 Auburn Pontiac, Michigan (Passed October 23, 2018) shall be amended to add the following as Item 1.5:

The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Pontiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

AGENDA

ITEM

5



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Danielle Kelley, Plante & Moran

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

DATE: 11/28/18

RE: Resolution to Approve Budget Amendments to transfer amount necessary to fund already approved 5% Salary Increase for City Employees hired on, or before May 1, 2018 (excluding Mayor, Deputy Mayor, Directors, Department Heads and City Council Department) and to increase those full time employees paid less than \$15 per hour to \$15 per hour.

The FY 2018-2019 budget as adopted by City Council on June 8, 2018, includes an approved General Fund allocation of \$146,724 for employee wage increases. As such, effective December 1, 2018, an approved 5% salary increase will be given to full-time City employees that were hired on, or before May 1, 2018, excluding the City Council department, Deputy Mayor, Directors, department heads and the Mayor as passed by resolution by the Council on 11/27/2018. In addition, all full time employees paid less than \$15 per hour will be increased to \$15 per hour per resolution passed by City Council on 11/27/18.

The Controller's office has performed a calculation of the impact on the budget for this increase and has determined that the \$146,724 provision is more than sufficient to provide this increase to those eligible employees described above. With a 5% raise and minimum wage of \$15 per hour for applicable employees, the calculated increase in cost from December 1, 2018 to June 30, 2019 is \$125,776.

However, while an adequate amount has been budgeted in the General Fund, not all eligible employees eligible are paid out of the General Fund. As such, an approval from the City Council is needed in order to transfer an amount from the General Fund to various other City funds. The exact transfers required can be found below. This is a balanced budget amendment and does not require a use of fund balance in any fund.

In summary, the breakdown of the total cost of this approved wage increase between General Fund and other funds is as follows:

General Fund	\$ 52,210
Other Funds	\$ 73,627
Total	\$125,776

Memo - Budget Amendments
November 28, 2018
Page 2 of 2.

As such, with an effective date of December 1, 2018, the following resolution is recommended:

Whereas, the City of Pontiac timely approved the FY 2018-2019 budget on June 8, 2018; and

Whereas, the adopted FY 2018-2019 General Fund budget includes an approved general government appropriation of \$146,724 for employee wage increases; and

Whereas, the City Council resolved on 11/27/18 that all full time city employees will be paid a minimum of \$15 per hour and approved a 5% increase as of December 1, 2018 to those full time City employees hired before May 1, 2018 (excluding City Council department, Mayor, Deputy Mayor, Directors and Department Heads); and

Whereas, the budget ordinance allows the Mayor to amend appropriations within a fund, so long as total revenues and appropriations are equal as approved by the City Council; and

Whereas, the total cost this wage increase is \$125,776, which is less than the amount already included in the FY 2018-2019 budget; and

Whereas, the wages and fringes for certain full-time employees that fulfill the criteria described above are accounted for in funds other than the General Fund. As such, General Fund needs to transfer \$73,627 to the other funds to appropriately match the budgeted expenditures with the actual expenditures. General Fund transfers are approved for distribution to the funds shown below; and

• Senior Center Fund:	\$28,499.00
• Major Street Fund:	\$18,484.00
• Local Street Fund:	\$14,125.00
• Youth Recreation Fund:	\$ 6,331.00
• Cable Fund:	\$ 2,840.00
• District Court Fund:	\$ 1,296.00
• Insurance Fund:	\$ 1,424.00
• Cemetery Fund:	\$ 337.00
• Sanitation Fund:	\$ 291.00

Total Fund Transfers: \$73,627.00

Whereas, the Mayor is proposing to the City Council to decrease General Fund appropriations and increase General Fund transfers out to other funds for the current fiscal year 2018-2019 in the amount of \$73,627 and increase the transfers in and appropriations for those funds in amounts described above for a total of \$73,627.

Now therefore, be it resolved that the City Council of the City of Pontiac approves the budget amendment for the fiscal year 2018-2019 as requested by the Mayor.

DK

EXHIBIT A**General Fund - 101**

		2018-2019		2018-2019
		Original Budget	Proposed Amendment	Amended Budget
ESTIMATED REVENUES				
	Property Taxes	7,912,643		7,912,643
	Income Taxes	13,450,000		13,450,000
	Licenses and Permits	195,000		195,000
	Federal Grants	115,000		115,000
	State Grants	9,962,707		9,962,707
	Charges for Services	1,115,600		1,115,600
	Fines and Forfeits	108,000		108,000
	Interest and Rents	376,000		376,000
	Other Revenue	2,433,704		2,433,704
	Transfers In and Other Uses	240,000		240,000
	TOTAL ESTIMATED REVENUES	35,908,654	-	35,908,654
APPROPRIATIONS				
	General Government	5,369,226	(73,627)	5,295,599
	Public Safety	20,004,501		20,004,501
	Public Works	2,584,892		2,584,892
	Health and Welfare	150,000		150,000
	Community and Economic Development	2,555,850		2,555,850
	Recreation and Culture	676,963		676,963
	Other Functions	2,452,662		2,452,662
	Transfers Out and Other Uses	2,114,555	73,627	2,188,182
	TOTAL APPROPRIATIONS	35,908,649	-	35,908,649
General Fund				
	NET REVENUES/APPROPRIATIONS	5	-	5
	Estimated Beginning Fund Balance	15,142,436	15,142,436	15,142,436
	Estimated Ending Fund Balance	15,142,441	15,142,436	15,142,441

EXHIBIT A continued**Major Street Fund - 202****ESTIMATED REVENUES**

	2018-2019		2018-2019
	Original Budget	Proposed Amendment	Amended Budget
State Grants	4,995,130		4,995,130
Interest and Rents	20,523		20,523
Transfers In and Other Uses	-	18,484	18,484
TOTAL ESTIMATED REVENUES	5,015,653	18,484	5,034,137

APPROPRIATIONS

Public Works	7,838,560	18,484	7,857,044
TOTAL APPROPRIATIONS	7,838,560	18,484	7,857,044

General Fund

NET REVENUES/APPROPRIATIONS	(2,822,907)	-	(2,822,907)
Estimated Beginning Fund Balance	4,230,212	4,230,212	4,230,212
Estimated Ending Fund Balance	1,407,305	4,230,212	1,407,305

Local Street Fund - 203**ESTIMATED REVENUES**

	2018-2019		2018-2019
	Original Budget	Proposed Amendment	Amended Budget
State Grants	1,522,860		1,522,860
Interest and Rents	21,493		21,493
Transfers In and Other Uses	-	14,125	14,125
TOTAL ESTIMATED REVENUES	1,544,353	14,125	1,558,478

APPROPRIATIONS

Public Works	2,855,411	14,125	2,869,536
TOTAL APPROPRIATIONS	2,855,411	14,125	2,869,536

General Fund

NET REVENUES/APPROPRIATIONS	(1,311,058)	-	(1,311,058)
Estimated Beginning Fund Balance	3,290,253	3,290,253	3,290,253
Estimated Ending Fund Balance	1,979,195	3,290,253	1,979,195

EXHIBIT A continued**Youth Recreation Fund - 208****ESTIMATED REVENUES**

Property Taxes

Transfers In and Other Uses

TOTAL ESTIMATED REVENUES**2018-2019****Original Budget****Proposed Amendment****2018-2019****Amended Budget**

960,642

-

960,642

6,331

6,331

960,642

6,331

966,973

APPROPRIATIONS

Recreation and Culture

TOTAL APPROPRIATIONS

958,062

958,062

6,331

6,331

964,393

964,393

General Fund

NET REVENUES/APPROPRIATIONS

Estimated Beginning Fund Balance

Estimated Ending Fund Balance

2,580

16,939

19,519

-

16,939

16,939

2,580

16,939

19,519

Cemetery Fund - 209**ESTIMATED REVENUES**

Charges for Service

Transfers In and Other Uses

TOTAL ESTIMATED REVENUES**2018-2019****Original Budget****Proposed Amendment****2018-2019****Amended Budget**

10,000

240,000

250,000

337

337

10,000

240,337

250,337

APPROPRIATIONS

General Government

TOTAL APPROPRIATIONS

246,659

246,659

337

337

246,996

246,996

General Fund

NET REVENUES/APPROPRIATIONS

Estimated Beginning Fund Balance

Estimated Ending Fund Balance

3,341

26,826

30,167

-

26,826

26,826

3,341

26,826

30,167

EXHIBIT A continued**Senior Activities Fund - 212****ESTIMATED REVENUES**

	2018-2019		2018-2019
	Original Budget	Proposed Amendment	Amended Budget
Property Taxes	306,860		306,860
Interest and Rents	19,397		19,397
Transfers In and Other Uses	-	28,499	28,499
TOTAL ESTIMATED REVENUES	326,257	28,499	354,756

APPROPRIATIONS

Recreation and Culture	423,522	28,499	452,021
TOTAL APPROPRIATIONS	423,522	28,499	452,021

General Fund

NET REVENUES/APPROPRIATIONS	(97,265)	-	(97,265)
Estimated Beginning Fund Balance	589,722	589,722	589,722
Estimated Ending Fund Balance	492,457	589,722	492,457

Sanitation Fund - 226**ESTIMATED REVENUES**

	2018-2019		2018-2019
	Original Budget	Proposed Amendment	Amended Budget
Property Taxes	1,761,539		1,761,539
Charges for Service	1,675,000		1,675,000
Interest and Rents	25,852		25,852
Transfers In and Other Uses	-	291	291
TOTAL ESTIMATED REVENUES	3,462,391	291	3,462,682

APPROPRIATIONS

Public Works	4,401,286	291	4,401,577
TOTAL APPROPRIATIONS	4,401,286	291	4,401,577

General Fund

NET REVENUES/APPROPRIATIONS	(938,895)	-	(938,895)
Estimated Beginning Fund Balance	5,438,144	5,438,144	5,438,144
Estimated Ending Fund Balance	4,499,249	5,438,144	4,499,249

EXHIBIT A continued**Cable Fund - 231****ESTIMATED REVENUES**

	2018-2019 Original Budget	Proposed Amendment	2018-2019 Amended Budget
Charges for Service	175,100		175,100
Interest and Rents	6,631		6,631
Transfers In and Other Uses	-	2,840	2,840
TOTAL ESTIMATED REVENUES	181,731	2,840	184,571

APPROPRIATIONS

General Government	135,975	2,840	138,815
TOTAL APPROPRIATIONS	135,975	2,840	138,815

General Fund

NET REVENUES/APPROPRIATIONS	45,756	-	45,756
Estimated Beginning Fund Balance	430,558	430,558	430,558
Estimated Ending Fund Balance	476,314	430,558	476,314

District Court Fund - 276**ESTIMATED REVENUES**

	2018-2019 Original Budget	Proposed Amendment	2018-2019 Amended Budget
Charges for Service	673,795		673,795
State Grants	187,639		187,639
Other Revenue	876,540		876,540
Fines and Forfeits	1,083,635		1,083,635
Interest and Rents	1,500		1,500
Transfers In and Other Uses	1,374,555	1,296	1,375,851
TOTAL ESTIMATED REVENUES	4,197,664	1,296	4,198,960

APPROPRIATIONS

General Government	4,168,343	1,296	4,169,639
Transfers Out and Other Uses	15,000		15,000
TOTAL APPROPRIATIONS	4,183,343	1,296	4,184,639

General Fund

NET REVENUES/APPROPRIATIONS	14,321	-	14,321
Estimated Beginning Fund Balance	13,325	13,325	13,325
Estimated Ending Fund Balance	27,646	13,325	27,646

Insurance Fund - 659**ESTIMATED REVENUES**

	2018-2019 Original Budget	Proposed Amendment	2018-2019 Amended Budget
Charges for Service	7,117,185		7,117,185
Transfers In and Other Uses	500,000	1,424	501,424
TOTAL ESTIMATED REVENUES	7,617,185	1,424	7,618,609

APPROPRIATIONS

General Government	48,908	1,424	50,332
Other Functions	11,780,185		11,780,185
TOTAL APPROPRIATIONS	11,829,093	1,424	11,830,517

General Fund

NET REVENUES/APPROPRIATIONS	(4,211,908)	-	(4,211,908)
Estimated Beginning Fund Balance	4,528,140	4,528,140	4,528,140
Estimated Ending Fund Balance	316,232	4,528,140	316,232

Full time employees that make less than \$15.00 per hour and raises to those full time City employees hired before May 1, 2018, excluding Council department, Clerk department, Mayor, Deputy Mayor and Department Heads/Directors that require a budget amendment

Dept.	Hire Date	GL Dept	Last Name	First Name	Title	Current Hourly Rate	Current Salary	Proposed Hourly Rate	Proposed Salary	Total Cost Other Funds
Public Works	3/22/2009	Multiple	Robinson	Larry	Building Superintendent	\$ 35.89		\$ 37.68	\$	5,632.00
Public Works	8/21/2017	Multiple	Shelton	Robert	Maintenance Worker	\$ 17.00		\$ 17.85	\$	3,723.00
Public Works	1/26/2015	Multiple	Jlmenez	Vince	Right-of-Way Inspector	\$ 21.11		\$ 22.17	\$	706.00
Public Works	5/6/2013	Multiple	Brimm	Eric	DPW Assistant	\$ 21.11		\$ 22.17	\$	14,696.00
Public Works	7/31/2017	Multiple	Cooley	Allen	Maintenance Superintendent	\$ 30.00		\$ 31.50	\$	6,758.00
Public Works	3/2/2015	Multiple	Nettle	Alfred	Maintenance Foreman II	\$ 20.80		\$ 21.84	\$	7,251.00
Youth Recreation	8/3/2017	208-756	Fields-Anderson	Portia	Youth Recreation		\$ 55,000.00		\$ 57,750.00	\$ 3,995.00
Youth Recreation	5/15/2017	Multiple	Craft	Troy	Athletic Manager	\$ 15.00		\$ 15.75	\$	2,336.00
Public Works	7/1/2009	Multiple	Stevens	Victor	Senior Services Provider	\$ 12.00		\$ 15.00	\$	9,684.00
Public Works	1/5/2015	212-813/814	Howard	Mickie	Senior Center Dir	\$ 13.67		\$ 15.00	\$	7,680.00
Public Works	8/27/2018	212-813/814	Smith	Gladys	Senior Services Provider	\$ 11.00		\$ 15.00	\$	6,902.00
Comm. Dev	7/27/2017	231-291	Brown	Phillip	Cable Director		\$ 64,000.00		\$ 67,200.00	\$ 2,840.00
Finance	1/1/2006	659-194	Jlmenez	Ester	Customer Service	\$ 18.25		\$ 19.16	\$	1,424.00
										\$ 73,627.00

AGENDA ITEM

6

Pontiac City Council Resolution



WHEREAS, provision 3.301 of the Pontiac City Charter provides, that the Council may, by ordinance provide for the office of Legislative Auditor and shall, by not less than five (5) affirmative votes appoint the Auditor for a term of not less than four (4) years. The Auditor may be removed by not less than five (5) Council members only for cause; and,

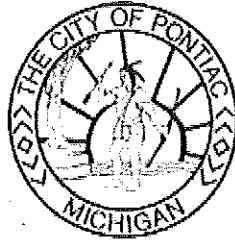
WHEREAS, the Emergency Manager by Executive Order removed the position of Legislative Auditor.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council hereby requests that the City Attorney draft an ordinance that reinstates the position of Legislative Auditor.

AGENDA ITEM

7

Pontiac City Council Resolution



WHEREAS, effective April 24, 2018, the 10th Pontiac City Council Rules and Procedures were adopted; and amended on November 27, 2018,

WHEREAS, the rules and procedures as it relates to parliamentary procedure currently provides that the City Attorney shall act as the parliamentarian; and,

WHEREAS, effective January 1, 2019, the City Attorney shall no longer serves as parliamentarian; and,

WHEREAS, the Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians; and,

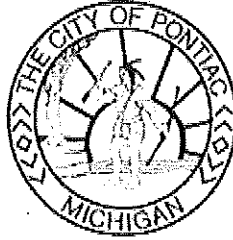
NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby amends the 10th Pontiac City Council's Rules and Procedures and effective January 1, 2019 removes the City Attorney as Parliamentarian and hereby appoints Eleanor A. Siewert as the Pontiac City Council Parliamentarian.

AGENDA

ITEM

8

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council amended the 10th Council's Rules and Procedures and removed the City Attorney as parliamentarian effective January 1, 2019; and,

WHEREAS, the Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians; and,

WHEREAS, provision 3.115 of the Pontiac City Charter provides that the Council may, within appropriations provided in the budget, appoint staff or contract for services. Staff or persons engaged pursuant to contract serve at the pleasure of the Council; and

WHEREAS, the Pontiac City Council has money in the budget to hire additional staff or contract for services; and,

WHEREAS, Eleanor A. Siewert is a Professional Registered Parliamentarian with the National Association of Parliamentarians, serves a number of local, state, and national organizations that range from stockholder companies, to unions, which include both private and public non-profit organizations, assists with the construction of agendas, proper procedures for conducting meetings, preparation of minutes, and writing and implementing bylaws, is a trainer for municipalities in parliamentary procedure and the Open Meetings Act, and has a Master's in Dispute Resolution from Wayne State University; and,

WHEREAS, upon execution, the employment agreement would provide that Eleanor Siewert would be compensated \$75.00/hour for attending Council meetings, \$150.00/hour for any training workshops, \$75.00/ hour for consultation regarding parliamentary procedure and preparation and \$50.00/hour for study of meeting materials; and,

WHEREAS, the employment agreement allows for termination by either party at any time upon five (5) days written notice to the other party.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes the attached "Employment Agreement between the Pontiac City Council and Eleanor A. Siewert.

Employment Agreement

This Employment Agreement ("the Agreement") is made between the Pontiac City Council ("the Employer") and Eleanor A. Siewert ("the Employee").

Under the Agreement, the Employer shall employ the Employee and the Employee agrees to be employed by the Employer to discharge the duties assigned to her in the position provided below:

Article I

Duties and Responsibilities

The parties agree that the Employee shall be employed in the capacity of Parliamentarian for the City Council meetings of the City of Pontiac and shall attend the meetings, provide an oral or written response to requests and questions posed by the President or other Councilmembers, shall assist in preparation for City Council meetings regarding procedural issues, shall conduct training sessions as requested, and shall coordinate with other consultants as requested.

Article 2

Term of Employment

The term of appointment as Parliamentarian shall begin with the first meeting of the Council in January, 2019.

Article 3

Hourly Fee

The Employer agrees to pay an hourly fee to the Employee in the amount set out below for the services provided by the Employee.

- a. Attendance at meetings of the City Council: \$75.00/hour
- b. Training workshops: \$150.00/hour.
- c. Consultation regarding parliamentary procedure: \$75.00/hour.
- d. Preparation and study of meeting materials: \$50.00/hour.

Article 4

Termination

The agreement may be terminated as follows:

- a. Without cause: Either party may terminate the Agreement at any time upon five days written notice to the other party; or
- b. With cause: Either party may terminate the Agreement upon five days written notice to the other party.

Article 5

Inseparable Agreement

The above terms and conditions shall constitute the entire agreement between the parties and shall supersede any other previous, agreements, written, verbal or otherwise.

Date

Employee

Date

Employer

AGENDA

ITEM

9

City of Pontiac Resolution for "Junior Grand Marshal" Jay'Da Geter

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Jay'Da Geter has the unique distinction and privilege of representing the City of Pontiac as the 2018 Junior Grand Marshal and is the winner of the Fran Anderson Making a Difference Scholarship; and,

WHEREAS, Jay'Da Geter is a Pontiac resident and attends Pontiac High; and,

WHEREAS, Jay'Da Geter is an exceptional student who has a passion for helping those who are unable to help themselves; and,

WHEREAS, Jay'Da Geter is an accomplished athlete and the captain of Pontiac High School's Varsity Volleyball team; and,

WHEREAS, Jay'Da Geter graciously earned a varsity letter and certificate, has received one of the most prestigious designations, Class Valedictorian and has been presented with various awards for the honor roll, academic achievement, coaches, MVP, and Patient Care Technician; and,

WHEREAS, Jay'Da Geter is a rising star who plans to attend Oakland University next fall; and,

WHEREAS, Jay'Da Geter is an active member of Reach One Youth Mentoring Program which provides mentors to troubled youth in the community who are equipped to assist with character building and enhancing self-esteem; and,

WHEREAS, Jay'Da Geter's contributions of leadership, selflessness and commitment to our community are invaluable.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Junior Grand Marshal, Jay'Da Jeter for a job well done and for truly representing the City of Pontiac. Congratulations.

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman

AGENDA

ITEM

10

From: Piir, Gaia V <piirg@oakgov.com>
Sent: Monday, November 19, 2018 4:26 PM
To: Mayor Deirdre Waterman; Jane Bais-DiSessa; Ewing, Andre
Cc: McCabe, Michael G; Skwarczewski, Elizabeth L
Subject: Law Enforcement Contracts - Pontiac Final

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

Good afternoon,

Please see the attached revisions to the contracts that were distributed on Friday. There was an update on Schedule C for the PTNE rates. This did impact your totals on Schedule A resulting in an overall decrease.

The following additional changes were made: Misc. Resolution title should read: "SHERIFF'S OFFICE – STANDARD LAW ENFORCEMENT..."

Please let me know if you have any questions. Let me know if you are in agreement with the contract and we will provide final hard copies for signature.

Thanks,
Gaia



Gaia V. Piir

Sheriff Fiscal Officer

1200 N. Telegraph Rd., Bldg. 38E | Pontiac, MI 48341

Office: 248-858-5512 Fax: 248-858-2099

Email: piirg@oakgov.com

Web: www.oaklandsheriff.com

Oakland County Sheriff's Office

OFFICIAL SECURITY NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521, is confidential and may be official, proprietary or legally privileged. The information is solely for the use of the addressee named above. If you are not the intended recipient, any disclosure, copying, distribution, or other use of the contents of this information is strictly prohibited. No confidentiality or privilege is waived or lost by any transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. If you have received this E-mail in error, please notify us by return E-mail and delete this message. Thank you.

**OAKLAND COUNTY SHERIFF'S OFFICE
2019 - 2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE CITY OF PONTIAC**

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, 2019. 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, 2019, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2021. 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, 2021. 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.

-INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, Dr. Deirdre Waterman, Mayor of the City of Pontiac, hereby acknowledges that he has been authorized by a resolution of the Municipality's governing body (a certified copy of which is attached) to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement on this _____ day of _____, 2018.

WITNESSES:

City of Pontiac
a Michigan Municipal Corporation

BY: _____
Dr. Deirdre Waterman
Mayor

BY: _____
Sherikia L. Hawkins
Clerk

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 (a certified copy of which is attached) to execute this Agreement on behalf of the County of Oakland and hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2018.

WITNESS:

COUNTY OF OAKLAND, a Michigan
Municipal Corporation

BY: _____
MICHAEL J. GINGELL
Chairperson, Oakland County Board
of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, a Michigan Constitutional Officer, hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2018.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: _____
MICHAEL J. BOUCHARD,
Oakland County Sheriff

SCHEDULE A

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 2019	Annual Costs 2019	Biweekly Charge for each Sheriff's Deputy to Municipality in 2020	Annual Costs 2020	Biweekly Charge for each Sheriff's Deputy to Municipality in 2021	Annual Costs 2021
Captain	1	\$7,434.12	\$193,287	\$7,631.69	\$198,424	\$7,883.02	\$204,958
Lieutenant	2	\$6,410.34	\$333,338	\$6,592.89	\$342,830	\$6,780.49	\$352,585
Patrol Sergeant	7	\$5,800.20	\$1,055,636	\$5,964.26	\$1,085,495	\$6,132.68	\$1,116,148
Detective Sergeant	1	\$5,950.40	\$154,710	\$6,123.75	\$159,217	\$6,301.96	\$163,851
Deputy II (w/fill)		\$5,874.47		\$6,038.75		\$6,207.41	
Deputy II (no-fill)	50	\$5,115.24	\$6,649,812	\$5,264.55	\$6,843,915	\$5,417.93	\$7,043,309
Deputy II (no-fill/no-vehicle)		\$4,844.28		\$4,981.82		\$5,122.88	
Patrol Investigator (no-fill)	18	\$5,324.86	\$2,492,034	\$5,486.43	\$2,567,649	\$5,652.72	\$2,645,473
Deputy I (no-fill)		\$4,707.87		\$4,850.08		\$4,996.22	
Estimated Overtime			\$762,410		\$777,658		\$793,211
Front desk & building PTNE Security Deputies	12	\$24.09 per hour	\$289,080 Estimated	\$24.57 per hour	\$294,840 Estimated	\$25.06 per hour	\$300,720 Estimated
PTNE Office Assistant II	4	\$19.51 per hour	\$78,040 Estimated	\$19.90 per hour	\$79,600 Estimated	\$20.30 per hour	\$81,200 Estimated
TOTAL	95		\$12,008,347		\$12,349,628		\$12,701,455

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 ¹	Holiday Overtime ²	Overtime	Additional Charges
Captain	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
Lieutenant	INCLUDED	OPTIONAL ³	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.

¹ 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.

² Billed using the Overtime Hourly Rate indicated in Schedule C.

³ "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 2019	Overtime Hourly Rate 2019	Regular Hourly Rate 2020	Overtime Hourly Rate 2020	Regular Hourly Rate 2021	Overtime Hourly Rate 2021
Captain	N/A	N/A	N/A	N/A	N/A	N/A
Lieutenant	\$60.12	\$90.18	\$61.32	\$91.98	\$62.55	\$93.82
Patrol Sergeant	\$54.53	\$81.79	\$55.62	\$83.43	\$56.73	\$85.10
Detective Sergeant	\$54.53	\$81.79	\$55.62	\$83.43	\$56.73	\$85.10
Deputy II (w/fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy II (no/fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy II (no-fill/no- vehicle)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Patrol Investigator (no-fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy I (no-fill)	\$41.25	\$61.88	\$42.08	\$63.12	\$42.92	\$64.38
PTNE Deputy	\$24.09	\$36.14	\$24.57	\$36.86	\$25.06	\$37.59
Technical Assistant	\$32.60	\$48.91	\$33.25	\$49.87	\$33.91	\$50.87

	Regular Hourly Rate 2019	Overtime Hourly Rate 2019	Regular Hourly Rate 2020	Overtime Hourly Rate 2020	Regular Hourly Rate 2021	Overtime Hourly Rate 2021
Account Clerk I	\$25.51	\$38.27	\$26.02	\$39.03	\$26.54	\$39.81
PTNE Office Assistant	\$19.51	\$29.27	\$19.90	\$29.85	\$20.30	\$30.45

From: Mayor Deirdre Waterman [<mailto:DWaterman@pontiac.mi.us>]

Sent: Tuesday, November 20, 2018 8:15 AM

To: Pliir, Gaia V; Jane Bais-DiSessa; Ewing, Andre

Cc: McCabe, Michael G; Skwarczewski, Elizabeth L; Mary Pietila; Don Woodward; Kermit Williams; Angela Powell (angelapowell12@gmail.com); Bowman, David E

Subject: RE: Law Enforcement Contracts - Pontiac Final

Dear Sheriff Bouchard,

Yesterday, Deputy Mayor and I received your attached proposed contract for a 2 year extension of the Sheriff contract with the City of Pontiac.

You have requested a quick turn around of our negotiations and requested changes by November 23, 2018 - 3 days from now - which is the day after Thanksgiving. This will give us scant time to undertake the necessary due diligence would we customarily do in house. If such a speed is necessary for your timing, then we will need to schedule a conference meeting as early this week as possible for the schedules of the staff that you choose to be involved in this discussion - most likely tomorrow. (I have 8:30 am or 4:00 pm availability.)

There have been additional considerations since we concluded the last contract and, as Chief executive officer for the city, I will need to assure that this contract will afford the safety and security that the citizens expect us to provide. I know you have scheduled a meeting for you and I the first week of December on other matters, but the deadline date you have imposed seems to require an earlier meeting. Kindly advise me availability or a relaxed time schedule.

Regards,

From: McCabe, Michael G [<mailto:mccabem@oakgov.com>]

Sent: Wednesday, November 21, 2018 1:50 PM

To: Mayor Deirdre Waterman

Cc: Jane Bais-Disessa; Ewing, Andre; Skwarczewski, Elizabeth L; Mary Pietila; Don Woodward; Kermit Williams; Angela Powell (angelapowell12@gmail.com); Bowman, David E; Bouchard, Michael J.; Piir, Gaia V

Subject: Law Enforcement Contracts - Pontiac

Mayor Waterman:

Thank you for your email. I know Captain Ewing talked to the Deputy Mayor yesterday explaining the short deadline. Friday is not a drop dead date and I am sorry if it looked rushed. We are under a tight timeline, however, as the Board of Commissioners only has one more meeting this year and it is on December 6th. We only recently settled a 3-year labor agreement with the Deputies Union which thankfully, allowed us to give all municipalities a very low increase for their enforcement services contract for the next 3 years.

The 2017-2018 Pontiac law enforcement service contract attached above with highlighted language in yellow on page 11. The highlighted sentence was removed from the 2019 -2021 contract per Oakland County Corporation Counsel's recommendation as quite frankly, it was never used by any of the municipalities. It is the only change in everyone's contract, including Pontiac. Everything else is the same as the 2017-2018 current contract. Please have your city attorney, who reviewed the last contract, review the new contract if you so wish.

The great news is the Pontiac's contract is only increasing by 1.14% the first year, 2.84% the second year and 2.85% the third year. We are very pleased, as I

know you are with the great partnership we have built with you and the City of Pontiac over the last 7 years plus. We look forward to continued successes together!

If you have any questions please feel free to reach out to Captain Ewing, myself, or Sheriff Bouchard.

Have a great Thanksgiving.

Mike



Michael G. McCabe
Undersheriff | Chief Deputy

1200 N. Telegraph Rd., Bldg. 38E | Pontiac, MI 48341
Office: 248-858-0146 | Fax: 248-858-1806
Email: mccabem@oakgov.com
Web: www.oaklandsheriff.com

Oakland County Sheriff's Office

OFFICIAL SECURITY NOTICE: This Email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521, is confidential and may be official, proprietary or legally privileged. The information is solely for the use of the addressee named above. If you are not the intended recipient, any disclosure, copying, distribution, or other use of the contents of this information is strictly prohibited. No confidentiality or privilege is waived or lost by any transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. If you have received this E-mail in error, please notify us by return E-mail and delete this message. Thank you.

AGENDA

ITEM

11

CITY OF PONTIAC
OFFICIAL MEMORANDUM

TO: Jane Bais-DiSessa

FROM: John Balint, Director of Public Works

DATE: November 28, 2018

RE: Oakland County Board of Commissioners Local Road Improvement Funding

The Department of Public Works, Engineering Division applied for a grant from the Oakland County Board of Commissioners in April of last year for their Local Road Improvement Program. Our application was approved by the Board of Commissioners and they awarded the City \$84,753 for improvement to City Streets.

The plan for this grant is to mill and overlay the following stretches of road:

- Perry from M-59 to University
- University from Perry to Mill
- Mill from University to M-59

Since the award of this grant, the City has designed and bid the work. The contractor, Cadillac Asphalt has been awarded the contract, and was planning to construct the project this fall, but the MITA lockout pushed the work too far back. This project will now be constructed in the spring of 2019.

The Department of Public Works and Engineering Division has reviewed the agreement and recommends approval.

Please see the attached Cost Participation agreement

JVB

Attachments

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of University Drive and Mill Street

City of Pontiac

Board Project No. 2017-17

This Agreement, made and entered into this ____ day of _____, 2017, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of University Drive and Mill Street, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledges and agrees that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition; the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The COMMUNITY further acknowledges and agrees that if the PROJECT is a multi-year road improvement project, the maximum number of years for the PROJECT funding is three (3) years. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2018. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$300,000; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$84,753, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.
2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$84,753. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$84,753, addressed to Lynn Sonkiss, Manager of Fiscal Services, Executive Office Building, 2100 Pontiac Lake Road, Building 41 West, Waterford, MI 48328, upon execution of this Agreement. Upon receipt of said invoice, the BOARD shall pay the COMMUNITY the sum of \$84,753 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

It's: _____

AGENDA

ITEM

12

CITY OF PONTIAC
OFFICIAL MEMORANDUM

TO: Jane Bais-DiSessa

FROM: John Balint, Director of Public Works

DATE: November 28, 2018

RE: Oakland County Board of Commissioners Local Road Improvement Funding

The Department of Public Works, Engineering Division applied for a grant from the Oakland County Board of Commissioners this past April for their Local Road Improvement Program. Our application was approved by the Board of Commissioners and they awarded the City \$133,215 for improvement to City Streets.

The plan for this grant is to mill and overlay Mill Street in the downtown from M-59, South to Water Street.

Since the award of this grant, the City is planning to design the project over this winter and bid in the spring of 2019. The match amount of \$133,215 will be provided from the Major Street Fund. has designed and bid the work. This project will now be constructed in the summer/fall of 2019.

The Department of Public Works and Engineering Division has reviewed the agreement and recommends approval.

Please see the attached Cost Participation agreement

JVB

Attachments

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of Mill Street from Huron (M-59) to Water Street

City of Pontiac

Board Project No. 2018-32

This Agreement, made and entered into this ____ day of _____, 2018, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of Mill Street from Huron (M-59) to Water Street, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The COMMUNITY further acknowledges and agrees that if the PROJECT is a multi-year road improvement project, the maximum number of years for the PROJECT funding is two (2) years. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2019. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall

assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$313,046.18; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$133,215, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$133,215. The COMMUNITY shall submit an invoice upon execution of this Agreement to the COUNTY in the amount of \$133,215.

a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

3. Upon receipt of said invoice, the BOARD shall pay the COMMUNITY the sum of \$133,215 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

It's: _____

AGENDA

ITEM

13

CITY OF PONTIAC
ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE USES OF MEDICAL MARIHUANA FACILITIES IN DESIGNATED OVERLAY DISTRICTS.

THE CITY OF PONTIAC ORDAINS:

Article 2 Chapters 1 and 2 Section 2.101 Table 1 and Section 2.203 Table 2 Zoning Districts is amended to add:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same	--	--
		--	--
		MMOD	Medical Marihuana Overlay District

Amend Article 2| Chapter 2 – Section 2.203 Table 2 (Uses Permitted By District)

Commercial, Office, and Service Uses											
	Residential Districts			Commercial Districts				Industrial Districts			
	R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1
Medical Marihuana Grower									o	o	Section 2.544
Medical Marihuana Processor									o	o	Section 2.545
Medical Marihuana Provisioning Centers							o		o	o	Section 2.546
Medical Marihuana Safety Compliance Facility							o		o	o	Section 2.547
Medical Marihuana Secure Transporter							o		o	o	Section 2.548

Article 2 Chapter 5 - Development Standards for Specific Uses is amended to add Sections 2.544, 2.545, 2.546, 2.547, and 2.548 as follows:

Section 2.544 - Medical Marihuana Grower Facilities

Grower means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center. As used in this ordinance, grower shall include Class A growers, Class B growers, and Class C growers.

1. Class A grower means a grower license to grow not more than 500 marihuana plants.
2. Class B grower means a grower licensed to grow not more than 1,000 marihuana plants.
3. Class C grower means a grower licensed to grow not more than 1,500 marihuana plants.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Grower Facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises;
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises
3. All activity related to the Medical Marihuana growing shall be done indoors;
4. Any Medical Marihuana Grower Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Grower License issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Medical Marihuana Grower does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility;
5. The Medical Marihuana Grower Facility shall comply at all times and in all circumstances with the MMMA, MMFLA, and the general rules of the department of licensing and regulatory affairs, as they may be amended from time to time.

B. Security

1. Medical Marihuana Grower Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sheriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Grower while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises;

3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended;

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Grower Facility must be separated from restricted or non-public areas of the Grower Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public;

D. Nuisance Prohibited

1. Medical Marihuana Grower Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind;
2. Medical Marihuana Grower Facilities shall produce no products other than useable Medical Marihuana intended for human consumption; and
3. No Medical Marihuana Grower shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Grower is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Grower Facility

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed;
3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage
4. No licensed Medical Marihuana Grower shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school.
- Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Processor and Provisioning Center.

I. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
3. All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

Section 2.545 - Medical Marihuana Processor

Processor means a commercial entity that purchases marihuana from a grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in packaged form to a Provisioning Center.

A. General Provisions

1. The Processor shall comply at all times and in all circumstances with the MMA, MMFLA, and the general rules of the department of licensing and regulatory affairs, as they may be amended from time to time;
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Processor, and a sign shall be posted on the premises of each Medical Marihuana Processor indicating that consumption is prohibited on the premises;
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises
4. Any Processor Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Processor does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility;
5. Processor Facilities shall produce no products other than useable Medical Marihuana intended for human consumption.

B. Security

1. Medical Marihuana Processor Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Processor while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises;
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Processor Facility must be separated from restricted or non-public areas of the Processor Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. Processor Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind;
2. No Medical Marihuana Processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Processor is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Processor Facility;

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Processor shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Provisioning Center;
2. The dispensing of Medical Marihuana at the Processor Facility shall be prohibited.

I. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

DRAFT

Section 2.546 - Medical Marihuana Provisioning Center

Provisioning Center means a commercial entity that purchases marihuana from a grower or Processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Center includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a Provisioning Center for purposes of this ordinance.

A. General Provisions

1. Medical marihuana Provisioning Centers shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Provisioning Center, and a sign shall be posted on the premises of each Medical Marihuana Provisioning Center indicating that consumption is prohibited on the premises;
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.

B. Security

1. Medical Marihuana Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24- hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Provisioning Center while the Medical Marihuana Provisioning Center is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Provisioning Center must be separated from restricted or non-public areas of the Provisioning Center by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public;
3. Medical Marihuana may be displayed in a sales area only if permitted by the MMMA.

D. Drive-through

1. Drive-through windows on the premises of a Medical Marihuana Provisioning Center shall not be permitted.

E. Nuisance Prohibited

1. No Medical Marihuana Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Provisioning Center is operated.

F. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Provisioning Center;
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or nonpublic areas of the Medical Marihuana Provisioning Center.

G. Disposal Of Waste

Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

H. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school;
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

I. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Processor.

Section 2.547 - Medical Marihuana Safety Compliance Facilities

Safety compliance facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to a medical marihuana facility.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Safety Compliance Facility, and a sign shall be posted on the premises of each Medical Marihuana Safety Compliance Facility indicating that consumption is prohibited on the premises;
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises;
3. Any Safety Compliance Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana on the premises and from which particular source. The Facility shall maintain the confidentiality of qualifying patients in compliance with the Michigan Medical Marihuana Act, as amended.

B. Security

1. Medical Marihuana Safety Compliance Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24 hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the O.C. Sherriff Department;
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Safety Compliance while the Medical Marihuana Safety Compliance Facility is not in operation shall be secured in a safe permanently affixed to the premises;
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MMMA and MMFLA, as amended.

C. Space Separation

1. Unless permitted by the MMMA, public or non-public areas of the Medical Marihuana Safety Compliance Facility must be separated from restricted or non-public areas of the Safety Compliance Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. No Medical Marihuana Safety Compliance shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Safety Compliance is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Safety Compliance;
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or nonpublic areas of the Medical Marihuana Safety Compliance.

F. Disposal Of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law;
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Safety Compliance shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 1. Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school
 2. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair;
2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

Section 2.548 - Medical Marihuana Secure Transporter

Secure Transporter means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee. A Secure Transporter shall comply at all times with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, the Marihuana Tracking Act and the general rules of the Department of Licensing and Regulatory Affairs.

A. General Provisions

1. Consumption and or use of marihuana shall be prohibited at a facility of a Secure Transporter;
2. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of medical marihuana to determine compliance with all state and local laws, rules, regulations and ordinances;
3. A Secure Transporter licensee and each stakeholder shall not have an interest in a Growing, Processor, Provisioning Center, or Safety Compliance Facility and shall not be a registered qualifying patient or a registered primary caregiver.
4. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

B. Secure Storage

1. Storage of medical marihuana by a Secure Transporter shall comply with the following:
 - The storage facility shall not be used for any other commercial purpose.
 - The storage facility shall not be open or accessible to the general public.
 - The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.
2. All marihuana stored within the facility shall be stored within enclosed locked facilities in accordance with the MMMA as amended.

C. Sanitation

1. All persons working in direct contact with marihuana being stored by a Secure Transporter shall conform to hygienic practices while on duty, including but not limited to:
 - Maintaining adequate personal cleanliness;
 - Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

D. Disposal of Waste

1. Disposal of medical marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law;
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

E. Transport Driver

1. A Secure Transporter shall comply with all of the following:
 - Each driver transporting marihuana must have a chauffeur's license issued by the state;
 - Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years;
 - Each vehicle shall be operated with a two person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana.
2. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request;
3. The medical marihuana shall be transported by one or more sealed containers and not be accessible while in transit;
4. A secure transporting vehicle shall not bear markings or other indication that it is carrying medical marihuana or a marihuana infused product.

F. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or State law;
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations;
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage;
4. No licensed Medical Marihuana Secure Transport shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - Within one thousand feet of the real property comprising a public or private elementary, vocational or secondary school;
 - Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

Article 3- Special Purposes – Zoning District is amended to add Chapter 11 as follows:

Chapter 11 - Medical Marihuana Overlay District

Section 3.1101 Intent

The purpose of the Medical Marihuana Overlay District (MMOD) is to provide for the placement of Medical Marihuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the City.

Section 3.1102 Medical Marihuana Overlay District Permitted Uses

The following uses are permitted in the Medical Marihuana Overlay District, provided the development also meets the Design & Building Standards set forth in Section 3.1109 and Article 2 Chapter 5 Development Standards for Specific Uses:

1. *Provisioning Center*
2. *Safety Compliance Facility*
3. *Secure Transporter*
4. *Grower*
5. *Processor*

Section 3.1103 Medical Marihuana Overlay District Permitted Accessory Uses

1. Off-Street Parking, Loading and Unloading as required per Section 4.307
2. Any use that is not incidental to the permitted principal use.

Section 3.1104 Uses Requiring Planning Commission Special Exception Permit

All permitted uses of the Medical Marihuana Overlay District are subject to Planning Commission approval, the Standards for Approval of Section 6.303 for Special Exception Permits, and the Use Standards of the Zoning Ordinance for those specific uses.

Section 3.1105 Licensing

All operators of medical marihuana facilities must acquire a State of Michigan & City of Pontiac License.

Section 3.1106 Medical Marihuana Overlay District Location Description

The Medical Marihuana uses permitted in the Medical Marihuana Overlay District must meet the following requirements.

- A. Maintain frontage along Walton Blvd, starting from the west side of Telegraph Rd. to Fuller Street.
- B. Maintain frontage along Cesar Chavez, starting from the west side of West Blvd in the City of Pontiac to northern side of W. Montcalm St. Also including;
 1. Pershing Ave;

2. Durant Ave;
 3. Inglewood Ave;
 4. Ojista Ave.
- C. The uses permitted in the Medical Marihuana Overlay District are restricted to the following designated lots. Additional included parcels are referenced above and highlighted in the official Pontiac Medical Marihuana Overlay District Map as amended and maintained by the City Clerk.

Designated MMOD Lots –SUBJECT TO SECTION 3.1107 BUFFER RESTRICTIONS

Cesar Chavez Lots of Assessors Subs

Dixie Highway Sub Lots 1-27, Lots 38-63, Lot 84, Lots 103-128, & Lots 141-147;
Dixieland Sub Lots 1-34;
O F Beier Sub Lots 1-5;
Assessor's Plat No 3. Part of Lot 1, Lot 3, Lot 4;
Assessor's Plat No 5. Lots 1-6, Lots 37-38;
Assessor's Plat No 94. Lots 2;
Assessor's Plat No 101. Lots 18, & lot 23;
Baldwin Dixie Hills Lots 243-248.

Walton Blvd Lots of Assessors Subs

Assessor's Replat of Assessor's Plat No. 100 Lots 1, & Lots 10-12;
Shattuck Farms – Lots 96-97;
Malkim Farms Sub Lot 1 & Lots 8-14;
Dupont Heights Sub Lot 1, Lots 471-502, Lots 634-635, Lots 793-806;
Marimont Sub Lots 23-61;
Greenwood Estates Sub Lot 1, Lots 29-46, & lots 57-83;
Haines Wilson Pontiac Telegraph-Road Sub Lots 212-236, Lot 339, Lot 394.

Section 3.1107 MMOD Buffer Distance Restrictions

- A. The proximity of the proposed medical marihuana facility shall be not less than;
1. 1,000 feet from an operational public or private school
 2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed or registered with the State of Michigan Department of Health and Human Services or its successor agency, a public park with playground equipment.
 3. 500 feet from a religious institution that is defined as tax exempt by the Oakland County Assessor.
- B. Such distance between the school, childcare center, public park, or religious institution and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, or religious institution, or from the playground equipment in a public park, and from the primary point of ingress to the medical marihuana facility along the centerline to the primary site entrance driveway.

Section 3.1108 Co-Location

- A. Consistent with the MMFLA and rules promulgated by the department, any combination of Growers, Provisioning Centers, and Processers may operate as separate medical marihuana facilities at the same physical location;
- B. A maximum of two medical marihuana facilities with state operating licenses may co-locate on a single parcel;
- C. No two medical marihuana facilities of the same type may be located on the same parcel;
- D. Medical Marihuana Provisioning Center, consistent with the MMFLA, any combination of Grower, Processing, and Provisioning Centers may operate as separate medical marihuana facilities in the physical location. Provided that the Provisioning Center is incidental to the principal use and that the total amount of internal floor areas of the structure devoted to the Provisioning Center does not exceed 10% of the floor area of the total establishment.

Section 3.1109

Building Design, Area, Height, Bulk, & Placement

- A. Building and design improvements must comply with the underlying zoning requirements and the Specific Uses Development Standards outlined in Article 2 Chapter 5 this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.

Section 3.1110

Review Authority & Establishment

- A. The Planning Commission shall be the Special Exception and Site Plan Review Authority for the permitted medical marihuana uses in the Medical Marihuana Overlay District;
- B. A Special Exception Permit for medical marihuana uses require Public Notice of 500 ft. from the proposed medical marihuana Facility;
- C. All permitted medical marihuana uses must be in accordance with the Uses Development Standards outlined in Chapter 2 the Zoning Ordinance;
- D. Within the MMOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

Article 7 – Definitions is amended to add Chapter 2, and Chapter 3 as follows:

Article 7 – Definitions | Chapter 2

Section 7.202 Commercial, Office, and Service Uses

- A. *Provisioning Center* means a commercial entity that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.
- A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.
- B. *Safety Compliance Facility* means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.
- C. *Secure Transporter* means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee.

Section 7.203 Industrial Uses

- A. *Grower* means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center. As used in this ordinance, grower shall include Class A growers, Class B growers, and Class C growers.
- Class A grower means a grower license to grow not more than 500 marihuana plants.
 - Class B grower means a grower licensed to grow not more than 1,000 marihuana plants.
 - Class C grower means a grower licensed to grow not more than 1,500 plants.
- B. *Processor* means a commercial entity that purchases marihuana from a grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in packaged form to a provisioning center.

Article 7 – Definitions | Chapter 3

Section 7.301 General Definitions

- A. Medical Marihuana Facility means a location at which a grower, processor, Provisioning center, secure transporter, or safety compliance facility is licensed to operate under the MMFLA.
- B. MMFLA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being sections 333.27101 to 333.27801 of the Michigan Compiled Laws.
- C. MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

DRAFT

Pursuant to Pontiac City Charter Provision 3.112(e), this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____, 2018.

Deirdre Waterman, Mayor

Garland Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the _____ day of _____, 2018.

Garland Doyle, Interim City Clerk

I further certify that the foregoing was published in a newspaper of general circulation in the City of Pontiac in a manner consistent with the Charter of the City of Pontiac.

Garland Doyle, Interim City Clerk



CITY OF PONTIAC
Department of Building Safety & Planning
47450 Woodward Ave • PONTIAC, MICHIGAN 48342-5009
TELEPHONE: (248) 758-3700 • FAX: (248) 758-3750

Mayor Deirdre Waterman

Resolution

Whereas, Following Pontiac approval of Proposal 1: City of Pontiac Medical Marihuana Facilities Ordinance in August 2018 and following the recount certification on September 12, 2018; the City prepared a Zoning Text Amendment of City of Pontiac Zoning Ordinance to include uses of Medical Marihuana Facilities within the City of Pontiac; and

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Text Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On October 29, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission conditionally approved the Zoning Text Amendment request to amend the City of Pontiac Zoning Ordinance to include uses of medical marihuana facilities within the City of Pontiac, and the Planning Commission recommends City Council approve the Zoning Text Amendment; and

Whereas, Pursuant to Pontiac City Charter Provision 3.112[e], this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac.

AGENDA ITEM

14

**CITY OF PONTIAC
ORDINANCE NO. _____**

AN ORDINANCE TO DECRIMINALIZE CERTAIN FORMS OF POSSESSION OF MARIHUANA AND PROHIBIT ALL FORMS OF RECREATIONAL MARIHUANA ESTABLISHMENTS WITHIN IN THE CITY OF PONTIAC AND ADD SECTIONS TO CHAPTER 86 OF THE CITY OF PONTIAC CODE OF ORDINANCES.

THE CITY OF PONTIAC ORDAINS:

Chapter 86 shall be amended to read as follows:

DIVISION 4. CONTROLLED SUBSTANCES

86-116 Use and possession of marijuana prohibited.

(a) No person shall knowingly or intentionally use marijuana or have marijuana in his possession except that:

(1) persons 21 years of age or older may possess, purchase, transport or process 2.5 ounces or less of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate and possess marihuana accessories in accordance with the Michigan Regulation and Taxation of Marihuana Act or in compliance with the Michigan Medical Marihuana Act.

(2) within the person's residence, he/she may possess, store, and process not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises, and may cultivate not more than 12 marihuana plants for personal use, provided that not more than 12 marihuana plants are possessed, cultivated or processed on the premises at once in accordance with the Michigan regulation and Taxation of Marihuana Act or in compliance with the Michigan Medical Marihuana Act.

(3) persons may transport marihuana through the City by a person operating pursuant to a medical marihuana facilities license.

(4) persons 21 years of age or older may assist another person who is 21 years of age or older in any of the permitted acts in the Michigan Regulation and Taxation of Marihuana Act.

(5) persons may give away or otherwise transfer without remuneration up to 2.5 ounces of marihuana except that not more than 15 grams of marihuana may be in the form of concentrate to a person 21 years of age or older.

(6) persons may operate in compliance with a license issued by the State of Michigan and the City under the Medical Marihuana Facilities Licensing Act and City ordinances for such facilities.

(b) As used in this section, "marijuana" shall mean all parts of the genus *cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, including marihuana concentrate and marihuana infused products. Such term does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil or cake; or the sterilized seed of the plant which is incapable of germination, industrial hemp or any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink or other products.

86-117 Controlled substance paraphernalia.

(a) *Definition.* As used in this section "*marihuana accessories*" and "*drug paraphernalia*" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting; propagating; cultivating; growing; harvesting; manufacturing; compounding; converting; producing; processing; preparing; testing; analyzing; packaging; repackaging; storing; containing; concealing; injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance; including, but not limited to, all of the following:

- (1) An isomerization device specifically designed for use in increasing the potency of any species of plant which plant is a controlled substance.
- (2) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.
- (3) A weight scale or balance specifically designed for use in weighing or measuring a controlled substance.
- (4) A diluent or adulterant, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose, and lactose, specifically designed for use with a controlled substance.
- (5) A separation gin or sifter specifically designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marihuana.
- (6) An object specifically designed for use in ingesting, inhaling, or otherwise introducing marihuana, cocaine, hashish, or hashish oil into the human body.
- (7) A kit specifically designed for use in planting, propagating, cultivating, growing, or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived.
- (8) A kit specifically designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.

(9) A device, commonly known as a cocaine kit, that is specifically designed for use in ingesting, inhaling, or otherwise introducing controlled substances into the human body, and which consists of at least a razor blade and a mirror.

(10) A device, commonly known as a bullet, that is specifically designed to deliver a measured amount of controlled substances to the user.

(11) A device, commonly known as a snorter, that is specifically designed to carry a small amount of controlled substances to the user's nose.

(12) A device, commonly known as an automotive safe, that is specifically designed to carry and conceal a controlled substance in an automobile, including, but not limited to, a can used for brake fluid, oil, or carburetor cleaner which contains a compartment for carrying and concealing controlled substances.

(13) A spoon, with or without a chain attached, that has a small diameter bowl and that is specifically designed for use in ingesting, inhaling, or otherwise introducing controlled substances into the human body.

(b) *Indicia of marihuana accessories and drug paraphernalia.* In determining whether an object is a marihuana accessory or drug paraphernalia, in addition to all other logically relevant factors, all of the following shall be considered:

(1) Statements by an owner or by anyone in control of the object concerning the use of the object.

(2) Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance.

(3) The proximity of the object to a controlled substance or a violation of this division.

(4) The existence of any residue of a controlled substance on the object.

(5) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver the object to a person to whom he knows intends to use the object in violation of this division. The innocence of an owner, or of anyone in control of the object, as to the violation of this division shall not prevent a finding that the object is intended for use or specifically designed for use as drug paraphernalia.

(6) Instructions, oral or written, provided with the object concerning the use of the object.

(7) Descriptive materials accompanying the object which explain or depict the use of the object.

(8) National and local advertising concerning the use of the object.

- (9) The manner in which the object is displayed for sale.
 - (10) The existence and scope of legitimate uses for the object.
 - (11) Expert testimony concerning the use or uses of the object.
 - (12) Whether the owner, or anyone in control of the object, is a legitimate supplier of similar objects to the community, such as a licensed distributor or dealer of tobacco products.
 - (13) Direct or circumstantial evidence of the ratio of sales by the owner of the object to the total sales of the business enterprise.
- (c) *Possess, use, delivery, manufacture, sale, offer for sale, notice in writing before arrest, compliance with notice as defense; penalty.*
- (1) No person shall use marihuana accessories and drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.
 - (2) No person shall possess, deliver, or manufacture marihuana accessories or drug paraphernalia knowing that the marihuana accessories or drug paraphernalia may be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.
 - (3) Subject to subsection (4), a person shall not sell or offer for sale marihuana accessories or drug paraphernalia, knowing that the marihuana accessories or drug paraphernalia will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.
 - (4) Before a person is arrested for violation of subsection (3), the city attorney or the sheriff's department shall notify the person in writing, not less than two business days before the person is to be arrested that the person is in possession of specific, defined material that has been determined by the city attorney or the sheriff's department to be marihuana accessories or drug paraphernalia. The notice also shall request that the person refrain from selling or offering for sale the material and shall state that if the person complies with the notice, no arrest will be made for a violation of subsection (3).

(5) If a person complies with a notice sent under subsection (4), the compliance is a complete defense for the person against a prosecution under section 86-116, as long as the compliance continues.

(d) *Civil forfeiture.* Any marihuana accessories or drug paraphernalia used, sold, possessed with intent to use or sell, or manufactured with intent to sell in violation of this section shall be seized and forfeited to the city in accordance with applicable state law.

(e) *Exceptions.* This section does not apply to any of the following:

(1) An object sold or offered for sale to a person licensed under article 15 or under the occupational code, Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2721 if the Michigan Compiled Laws, or any intern, trainee, apprentice, or assistant in a profession licensed under article 15 or under Act No. 299 of the Public Acts of 1980 for use in that profession.

(2) An object sold or offered for sale to any hospital, sanitarium, clinical laboratory, or other health care institution including a penal, correctional, or juvenile detention facility for use in that institution.

(3) An object sold or offered for sale to a dealer in medical, dental, surgical, or pharmaceutical supplies.

(4) Equipment, a product, or material which may be used in the preparation or smoking of tobacco or smoking herbs other than a controlled substance.

(5) A blender, bowl, container, spoon, or mixing device not specifically designed for a use in ingesting, inhaling, or otherwise introducing controlled substances into the human body.

(6) A hypodermic syringe or needle sold or offered for sale for the purpose of injecting or otherwise treating livestock or other animals.

(7) An object sold, offered for sale, or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents.

86-118 Marihuana Establishments

As permitted in section 6.1 of the Michigan Regulation and Taxation of Marihuana Act, the City hereby completely prohibits any marihuana establishments as defined in the Michigan Regulation and Taxation of Marihuana Act from locating within the boundaries of the City.

86-119 Penalties

Any violations of this Division shall be punishable by:

- (a) for the first violation, a civil infraction punishable by a fine of not more than \$500.00 and forfeiture of the marihuana;
- (b) for a second violation, a civil infraction punishable by a fine of not more than \$1,000.00 and forfeiture of the marihuana; and
- (c) for a third and subsequent violation, a misdemeanor punishable by a fine of not more than \$2,000.00 and forfeiture of the marihuana.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____, 2018.

Deirdre Waterman, Mayor

Garland S. Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2018.

Garland S. Doyle, Interim City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Pontiac, on the _____ day of _____, 2018.

Garland S. Doyle, Interim City Clerk

Within forty-five (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting against such ordinance continuing in effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election at which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

AGENDA

ITEM

15



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Jane Bais DiSessa, Deputy Mayor and Rachel Loughrin, Economic Development Director

DA: November 30, 2018

RE Resolution to approve the Community Development Block Fund Allocation for Program Year 2019.

We are requesting that the City Council approve the following resolution after the public hearing.

Resolution for the Approval of the Community Development Block Grant (CDBG) Program Year (PY) 2018 Proposed Allocations

WHEREAS the City Council has received the Community Development Department recommendations for projects for the CDBG PY 2019; and

WHEREAS the Community Development Department has recommended that the 2019 CDBG funding allocation of \$802,368, be allocated as follows: \$727,368 for the Demolition and Clearance program for the demolition of residential and commercial structures and \$75,000 for Public Services General - House Keeping to assist Senior Citizens to "age in place" and continue an independent lifestyle; and

WHEREAS the City Council held a public hearing on the proposed allocations for PY 2018 on December 4, 2018.

NOW BE IT THEREFORE RESOLVED that the Pontiac City Council approve the submission of the CDBG PY 2019 application with the proposed allocations to the Oakland County Community and Home Improvement Division.

JBD