



NOTICE OF PONTIAC CITY COUNCIL MEETING
December 29, 2020
at 12:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on December 29, 2020 at 12:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiacv/index.php>
2. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 11:30 a.m. on December 29, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 12-28-2020, 10:00 a.m.
Garland S. Doyle, Interim City Clerk
City of Pontiac
47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

PONTIAC CITY COUNCIL

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



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

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

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

STUDY SESSION

December 29, 2020

12:00 P.M.

207th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Public Comment

Approval of the Minutes

1. December 22, 2020

Communication from the Mayor

2. Supplemental Report and information regarding the Wade Trim Contract to provide Building Services for the City- Prior Amendments and Extensions

Agenda Items

Department of Public Works (DPW)

3. Request from DPW if they should request a permit from Michigan Department of Transportation (MDOT) to revert Perry Street back to its original configuration and eliminate the road diet (**Note: In the memorandum from the City Engineer, MDOT Oakland TSC Manager has indicated that MDOT will not issue a permit for the project. The City Engineer states however it might not be clear to the TSC Manager that the City will be paying for the project through its own funds, and so it might be advisable to work through the MDOT permitting process anyway.**)

Finance

4. Resolution to approve the agreement between the City of Pontiac and Oakland County that names David Hieber as the Designated Assessor for Oakland County

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

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

Website: <http://pontiaccityclerk.com>

5. Resolution establishing authorized signatures for Municipal Employees' Retirement System of Michigan (MERS) Contracts and Service Credits Purchase Approvals (**This item was referred to the Finance Sub Committee on December 15, 2020. The administration has requested that the City Council consider the item since it is time sensitive.**)

Planning

6. Resolution to Approve Scheduling a Public Hearing for the 2021-2025 Parks & Recreation Master Plan on January 19, 2021 (**This item was deferred for one week at the Council Meeting on December 22, 2020.**)

Communication

7. Charles Johnson regarding City of Detroit recreational marijuana legacy Detroit program (**Council President Williams requested that this communication be on the agenda.**)

Mayoral Monthly Report

8. Staff Changes (**This report was submitted earlier. The report is due on the first meeting of the month.**)

Adjournment

December 22, 2020 Formal

**Official Proceedings
Pontiac City Council
206th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday December 22, 2020 at 12:00 p.m. by Council President Kermit Williams.

Invocation – Councilperson Taylor-Burks

Pledge of Allegiance

Roll Call

Members Present: Miller, Shramski, Taylor-Burks & Williams.

Members Absent: Carter, Pietila and Waterman

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

20-572 **Motion to excuse Councilpersons Waterman, Carter & Pietila for personal reasons.**
Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

Ayes: Miller, Shramski, Waterman, Taylor-Burks & Williams

No: None

Motion Carried

20-573 **Motion to add on resolution about City Attorney.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

Ayes: Shramski, Taylor-Burks, Williams & Miller

No: None

Motion Carried

Approval of the Amended Agenda

20-574 **Motion to approve the amended agenda.** Moved by Councilperson Miller and second by Councilperson Shramski.

Ayes: Shramski, Taylor-Burks, Williams and Miller

No: None

Motion Carried

Approval of the Minutes

20-575 **Motion to approve the meeting minutes for December 15, 2020.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Miller & Shramski

No: None

Motion Carried

December 22, 2020 Formal

Sub Committee Reports

Received Department of Public Works (DPW) and Public Safety Reports

Special Presentations

Medical Marihuana Application Review Process Update

Presentation Presenter: Garland Doyle, Interim City Clerk

Councilperson Waterman arrived at 12:14 p.m.

Overview of Vacant City of Pontiac Executive Positions: Search for Qualified and Motivated Candidates with a Commitment toward Collaboration and Strategic Skillset to Work Toward the Pontiac Community Vision.

Deputy Mayor

Grants Writer/ Contract Compliance Officer

Community Relations Specialist

Presentation Presenters: Mayor Waterman and Kiearha Davidson, HR Manager

Mayoral recommendations to City Council to City Council for a City of Pontiac COVID-19 Relief Package for Direct Assistance to our Pontiac Residents: Filling the Gap of Economic Distress Caused by the Pandemic:

Temporary Halt on Interest Collection for Delinquent or Delayed Winter Tax Payments.

Temporary Waiver of Rental Inspection Fees for Landlords, Who Co-Operate with Rental Assistance-Cares Act Grants to Renters or Delayed/Cancelled Evictions.

Presentation Presenter: Mayor Waterman

Recognition of Elected Officials – None

Agenda Address - None

Resolution

City Council

20-576

Resolution to approve the 2021 City Council Meeting Schedule. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Tuesday, January 5, 2021 6:00 p.m. Formal Session

Tuesday, January 12, 2021 6:00 p.m. Study Session

Tuesday, January 19, 2021 Noon Formal Meeting

Tuesday, January 26, 2021 6:00 p.m. Study Meeting

Tuesday, February 2, 2021 6:00p.m. Formal Session

Tuesday, February 9, 2021 6:00 p.m. Study Meeting

Tuesday, February 16, 2021 6:00 p.m. Formal Session

Tuesday, February 23, 2021 6:00 p.m. Study Meeting

Tuesday, March 2, 2021 6:00 p.m. Formal Meeting

Tuesday, March 9, 2021 6:00 p.m. Study Session

Tuesday, March 16, 2021 6:00 p.m. Formal Meeting

Tuesday, March 23, 2021 6:00 p.m. Study Session

Tuesday, March 30, 2021 6:00 p.m. Formal Meeting

Tuesday, April 6, 2021 6:00 p.m. Study Session

Tuesday, April 13, 2021 6:00 p.m. Formal Meeting

Tuesday, April 20, 2021 6:00 p.m. Study Session

Tuesday, April 27, 2021 6:00 p.m. Formal Meeting

December 22, 2020 Formal

Tuesday, May 4, 2021 6:00 p.m. Study Session
Tuesday, May 11, 2021 6:00 p.m. Formal Meeting
Tuesday, May 18, 2021 6:00 p.m. Study Session
Tuesday, May 25, 2021 6:00 p.m. Formal Meeting
Tuesday, June 1, 2021 6:00 p.m. Study Session
Tuesday, June 8, 2021 6:00 p.m. Formal Meeting
Tuesday, June 15, 2021 6:00 p.m. Study Session
Tuesday, June 22, 2021 6:00 p.m. Formal Meeting
Tuesday, June 29, 2021 6:00 p.m. Study Session
Tuesday, July 6, 2021 6:00 p.m. Formal Meeting
Tuesday, July 13, 2021 6:00 p.m. Study Session
Tuesday, July 20, 2021 6:00 p.m. Formal Meeting
Tuesday, July 27, 2021 6:00 p.m. Study Session
Thursday, August 5, 2021 Noon Formal Meeting
Tuesday, August 10, 2021 6:00 p.m. Study Session
Tuesday, August 17, 2021 6:00 p.m. Formal Meeting
Tuesday, August 24, 2021 6:00 p.m. Study Session
Tuesday, August 31, 2021 6:00 p.m. Formal Meeting
Tuesday, September 7, 2021 6:00 p.m. Study Session
Tuesday, September 14, 2021 6:00 p.m. Formal Meeting
Tuesday, September 21, 2021 6:00 p.m. Study Session
Tuesday, September 28, 2021 6:00 p.m. Formal Meeting
Tuesday, October 5, 2021 6:00 p.m. Study Session
Tuesday, October 12, 2021 6:00 p.m. Formal Meeting
Tuesday, October 19, 2021 6:00 p.m. Study Session
Tuesday, October 26, 2021 6:00 p.m. Formal Meeting
Thursday, November 4, 2021 Noon Study Session
Tuesday, November 9, 2021 6:00 p.m. Formal Session
Tuesday, November 16, 2021 6:00 p.m. Study Session
Tuesday, November 23, 2021 6:00 p.m. Formal Session
Tuesday, November 30, 2021 6:00 p.m. Study Session
Tuesday, December 7, 2021 6:00 p.m. Formal Meeting
Tuesday, December 14, 2021 6:00 p.m. Study Session
Tuesday, December 21, 2021 Noon Formal Meeting
Thursday, December 30, 2021 Noon Study Session

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

No: None

Resolution Passed

Finance

20-577 **Resolution to approve the renewal of the Agreement with Wade-Trim for City's Building Services.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, the City and Contractor entered into an Agreement on the 16th day of February, 2011; and,
WHEREAS, the City and Contractor have amended the Agreement via Amendments A through I, most recently in December 2018; and,

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the City recognizes the importance of maintaining uninterrupted Building Safety services for residents and businesses; and,

WHEREAS, the City currently does not have staff to perform these services without significant interruption and disruption for the citizens of Pontiac; and,

WHEREAS, it is in the best interest of the City and the Contractor to extend the current agreement to insure uninterrupted services to the Citizens of Pontiac; and,

NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, for the following professional services and conditions:

1. Amend Section 2.3 to read as follows: As budgeted, starting January 1, 2021 extend Building and Safety Services through December 31, 2021 with an option to extend further on a month-to-month basis until December 31, 2022 by mutual agreement and with 90-day advanced notice of termination by either party.

2. Amend Section 3.2.1 to read as follows:

3.2 Compensation. Contractor shall receive compensation in the following manner:

3.2.1 For the period commencing January 1, 2021 and ending December 31, 2021, a monthly payment from the City in the amount of \$143,795.

If the mutual option is exercised, then for the period commencing January 1, 2022 and ending December 31, 2022, a monthly payment from the City in the amount of \$146,670.

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

No: None

Resolution Passed

Planning

20-578 **Motion to defer item 10 (Resolution to Approve Scheduling a Public Hearing for the 2021-2025 Parks & Recreation Master Plan on January 19, 2021) for one week.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

City Council

Add On Resolution

20-579 **Resolution to Remove Anthony Chubb, Esq., Giamarco, Mullins and Horton, P.C. as the attorney assigned to appear at City Council Meetings.** Moved by Councilperson Miller and second by Councilperson Waterman.

WHEREAS, Giamarco, Mullins & Horton, P.C. provides legal representation for the City of Pontiac; and, WHEREAS, Anthony Chubb is an attorney with the Giamarco, Mullins & Horton, P.C. law firm; and, WHEREAS, Anthony Chubb has been assigned by Giamarco, 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, Attorney Chubb has displayed conduct that unacceptable and is in conflict with the Pontiac City Council, and has given the appearance of having interests that are adverse to doing what is in the best interest of the City of Pontiac; 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,

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby requests that Giamarco, Mullins & Horton, P.C. assign another attorney to appear at City Council meetings.

December 22, 2020 Formal

Ayes: Miller, Taylor-Burks, Waterman & Williams

No: Shramski

Resolution Passed

Public Comment

Four (4) individuals submitted a public comment read by the City Clerk

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Interim Clerk Doyle, Legislative Council Sharpe, Councilwoman Shramski, Councilwoman Miller, Councilwoman Waterman & Councilwoman Taylor-Burks made closing comments.

Adjournment

President Kermit Williams adjourned the meeting at 1:32 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman

DATE: December 28, 2020

RE: Wade Trim Contract

This information is being submitted as a follow up to the contract extension for Wade Trim that was approved by Council on December 22, 2020. The attached information shows the current agreement that has been in place since January 1, 2018 and is set to expire on December 31, 2020.

Following is a summary of the fees that the City has paid to Wade Trim for Building and Safety Services since 2018:

January 1, 2018 – December 31, 2018 - \$135,500
January 1, 2018 – December 31, 2018 - \$138,210
January 1, 2018 – December 31, 2018 - \$140,975

As provided in the attached information, these fees were as presented in the Addendum I executed between the City and Wade Trim. Additionally, the fees were included in the attached letter dated December 5, 2017 from Wade Trim that was addressed to the Administration and City Council.

**City of Pontiac
Professional Services Agreement
Addendum I
Amendments to a Professional Services Agreement between
the City of Pontiac and Wade Trim Associates, Inc.**

December 22, 2017

The following recitals and representations are entered into this ____ day of December, 2017, by and between the City of Pontiac, a municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, (City), and Wade Trim Associates, Inc., a Michigan corporation, licensed to do business in the State of Michigan, whose address is 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, (Contractor), and are intended to amend an Agreement for Professional Services (Agreement) originally executed by the City and Contractor on February 16, 2011.

Recitals and Representations

WHEREAS, the City and Contractor entered into an Agreement on the 16th day of February 2011; and,

WHEREAS, the City and Contractor have amended the Agreement via Amendments A through E, most recently in October 2015 (to add Code Enforcement Services); and,

WHEREAS, on June 22, 2017, the City and Contractor entered into an extension, Addendum F, which will expire December 31, 2017; and,

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the City recognizes the importance of maintaining uninterrupted Building Safety, Code Enforcement, and Planning Services for residents and businesses; and,

WHEREAS, the City currently does not have staff to perform these services without significant interruption and disruption for the citizens of Pontiac; and,

WHEREAS, it is in the best interest of the City and the Contractor to extend the current Agreement to insure uninterrupted services to the citizens of Pontiac; and,

WHEREAS, this Contract Amendment was approved unanimously by Pontiac City Council on December 7, 2017.

NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, for the following professional services and conditions:

1. Building Safety Services: as budgeted, starting January 1, 2018, extend Building and Safety Services through December 31, 2019, with an option to extend further until December 31, 2020 by mutual agreement.

a. Agreement to extend contract until December 31, 2020, must be exercised by October 31, 2019.

2. Amend Section 3.2.1 to read as follows as follows:

3.2 Compensation. Contractor shall receive compensation in the following manner:

3.2.1 For the period commencing January 1, 2018 and ending December 31, 2018, a monthly payment from the City in the amount of \$135,500. For the period commencing January 1, 2019 and ending December 31, 2019, a monthly payment from the City in the amount of \$138,210. If the mutual option is exercised by October 31, 2019, then for the period commencing January 1, 2020 and ending December 31, 2020, a monthly payment from the City in the amount of \$140,975.

3.2.2 For all building projects in excess of \$1 million in construction value, the Contractor will prepare a proposal of additional staff and resources needed to adequately service that project for approval of additional fees by the City Finance Director.

3.2.2.1 If the Building and Safety Division fails to generate ~~\$369,000~~ \$406,500 in Collected Fees over four (4) consecutive quarters, the City retains the option to revert to not less than the eighty thousand dollar (\$80,000) monthly retainer of the original contract, or to a greater amount and staffing level that is acceptable to both the City and Contractor. (Amended 6/26/13 and 12/22/17)

3. Remove Section 3.2.3 in its entirety.

ADDENDUM I is executed and made effective as provided above.

Contractor:

Wade Trim Associates, Inc.

By: Shawn W. Keough

Printed Name: Shawn W. Keough, PE

Title/Position: Senior Vice President

City of Pontiac:

By: Deirdre Waterman

Printed Name: Deirdre Waterman

Title/Position: Mayer



WADE TRIM

December 5, 2017

City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

Attention: Honorable Deidre Waterman, Mayor
Pontiac City Council

Re: Request for Immediate Action
Amendment to Wade Trim Associates, Inc.
Professional Services Contract

Dear Mayor Waterman and City Council:

Wade Trim has enjoyed serving the City of Pontiac since 2011. We have a dedicated staff committed to serving your constituents, boards and commissions. Based on our frequent interaction with them, we have come to learn most of them appreciate the courtesy and professional services we provide.

As you are aware, our original contract expired on June 30, 2017. We greatly appreciated the City Council extending our contract through the remainder of this calendar year. Today, we are once again only days away from our contract end-date (December 31, 2017). The City Council must take immediate action to ensure that the people and businesses you serve – and those you hope to attract – receive uninterrupted service.

We have been working diligently with City Administration over the last 19 months to determine the best means for providing planning, code enforcement, and building safety services in the future. We have provided recommendations for staffing, level of service, and compensation. As you may know, the City adopted our budget recommendations for these practice areas for Fiscal Years 2017-2018 and 2018-2019.

In a separate and parallel action, City Administration retained the consulting services of Volte to obtain an independent evaluation. A representative from Volte shared their recommendations with you at the November 30, 2017 City Council Study Session.

Please note that we are working toward a common goal with the City – that the City of Pontiac will ultimately fill the Planning and Code Enforcement roles currently played by Wade Trim and Associates, Inc. with City employees; however, this transition should not occur abruptly. An orderly transition is required to account for the hiring process and associated training of new City employees. To help facilitate a suitable transition, **Wade Trim recommends the City Council immediately act on three separate motions.**

Wade Trim Associates, Inc.
500 Griswold Avenue
Suite 2500
Detroit, MI 48226

313.961.3650
313.961.0898 fax
www.wadetrim.com



Motion No. 1: Planning Services

The City Council, as part of its regular meeting held on November 30, 2017, authorized City Administration to advertise for three full-time planning positions; these are Planning Manager, Planner, and Customer Service Representative. The City Finance Director has calculated this will result in an annual cost savings of \$38,582.

It is our opinion that it will take 3-6 months to find suitable candidates, conduct interviews and background checks, complete the hiring process, and for Wade Trim Associates, Inc. to provide training of these new staff. In the interim (between January 1, 2018 until such time the new staff have been hired and trained), we require a contract extension in order to contribute to this process.

Given the brevity of this anticipated transition period, we suggest the City Council pass the following motion:

The City of Pontiac agrees to amend the Professional Services Agreement with Wade Trim Associates, Inc. originally executed on February 16, 2011, to provide Professional Planning Services on a month-to-month basis, with a 30-day termination notice, at the budgeted rate of \$29,500 per month. Further, the City Council authorizes City Administration to execute this contract amendment with an effective date of January 1, 2018.

Motion No. 2: Code Enforcement

The City amended our contract on October 22, 2015 to provide code enforcement services for 200 hours per week, with expanded enforcement hours (i.e., weekends and evenings) during the growing/construction season for a fee of \$375,000 per year (paid in monthly increments of \$31,250).

Our six assigned staff dedicated to this practice area have completed 17,323 inspections in the City from January 1, 2017 through November 30, 2017, or 263 per month per inspector, on average. This volume of work has raised local expectations for us to accomplish even more; however, our ability to provide a heightened level of service (by adding more staff and/or hours) is constrained by the compensation we currently receive.

City Administration has expressed interest in implementing the recommendations from the Volte study. They suggest five City employees conduct code enforcement activities – one Supervisor, two focused on rental inspections, and two responsible for business licensing. The City Finance Director has calculated this approach will result in an annual cost savings of \$66,341. The City Council has not yet endorsed this approach over concern that this will not achieve or improve the desired level of service. The City's long-term expectations for code enforcement services have not been determined. This will require the City Council and City Administration to agree on program requirements – number and type of staff, hours, compensation, performance benchmarks (i.e., inspections per month, response time, etc.) over the ensuing months. Wade Trim Associates, Inc. is prepared to assist the City in establishing program requirements that match the desired level of service. We expect this evaluation period will take three months. Additional time will be required to implement the transition plan.

We envision the following process milestones:

- January 1-March 31: Determine desired level of service.
- April 1-June 30: City to identify/hire code enforcement staff and Wade Trim Associates, Inc. to begin training on City regulations, software, inspection protocols, and recordkeeping responsibilities.
- July 1: City assumes code enforcement operations.

During the 6-month transition period, Wade Trim Associates, Inc. will continue to provide code enforcement services in our current capacity.

We suggest the City Council pass the following motion:

The City of Pontiac agrees to amend the Professional Services Agreement with Wade Trim Associates, Inc. originally executed on February 16, 2011, to provide Code Enforcement Services for a period of six months ending on June 30, 2018 at the budgeted rate of \$35,300 per month. Additionally, we agree to provide staff training at a cost of \$7,000 per month. If required, Wade Trim Associates, Inc. will provide Code Enforcement Services beyond June 30, 2018 on a month-to-month basis, with a 30-day termination notice, at a budgeted rate of \$35,300 per month. However, in no instance shall the entire contract period for Code Enforcement Services extend beyond 12 months. Further, the City Council authorizes City Administration to execute this contract amendment with an effective date of January 1, 2018.

Motion No. 3: Building Safety

Wade Trim Associates, Inc. currently provides Building Safety Department services on behalf of the City. As an enterprise fund, departmental activities are self-sustaining. This activity is fully financed from permit and plan review fees. We provide plan review services, trade inspections (mechanical, electrical and plumbing), building inspections, and customer assistance services. Under this current model, the City does not incur any long-term liabilities for pension or health care. Our staff is experienced. Mr. Mike Wilson (a former long-term employee of the City of Pontiac's Building Department who serves as the City's Building Official) has 33 years of professional experience. Mr. Jeff Bowdell, serving in the capacity of City Building Director, has 40 years of professional experience.

It is important that the Building Safety team remain intact. Our professionals operate in an extremely competitive environment. Additionally, during their tenure at the City, they have developed working relationships with City property owners and developers and have become a reliable partner in getting projects built in a timely fashion. Thus, it is in the City's best interest to help reduce staff turnover; this requires the City of Pontiac to commit to an extended contract period. Absent this commitment, our professional staff – particularly trade inspectors – will likely seek other employment opportunities. We respectfully ask that the City Council pass the following motion:

The City of Pontiac agrees to amend the Professional Services Agreement with Wade Trim Associates, Inc., originally executed on February 16, 2011, to provide Building Safety Services for a period of three years at a budgeted rate of \$135,500 per month for the first 12-month period and, thereafter, with an annual increase of 2%. Additionally, to provide cost certainty, the basis of compensation contained in Section 3.2.2 of the original contract (more commonly known as deferred compensation obligations) shall no longer apply. However, Wade Trim Associates, Inc. shall be eligible for "peak loading" compensation for additional staff needed to review and/or inspect projects having a construction value of \$1 million or more. The extent of peak loading compensation shall be negotiated on a case-by-case basis. Further, the City Council authorizes City Administration to execute this contract amendment with an effective date of January 1, 2018.

The City has requested us to provide additional data documenting our performance; this information is attached.

It is our desire to continue to work with the City of Pontiac as outlined above; however, to avoid uninterrupted service, we respectfully request that the City Council discuss these motions at their December 7, 2018 Council Study session and pass them no later than December 14, 2017; otherwise, we will be required to cancel our commitments for 2018 (including future scheduled meetings with your boards and commissions).

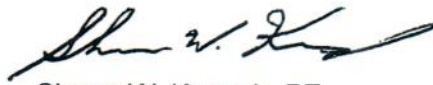
This is a very difficult situation for Wade Trim Associates, Inc. We care very much about our employees and about the City. We are proud of our role in the City's turnaround. We hope that we can continue to partner with the City in providing these very important services, but we urgently need City Council's help and action to help the City accomplish its goals and continue providing service. Thank you in advance for your prompt attention to our request.

Very truly yours,

Wade Trim Associates, Inc.



Nicholas P. Lomako, AICP
Senior Vice President/Principal-in-Charge



Shawn W. Keough, PE
Senior Vice President/MS Market Lead

NPL:SWK:ka
PON 7000-17D

Contract Ext Request Beyond 12-31-17.docx

cc: Deputy Mayor Jane Bais-DiSessa
Mr. Nevrus Nazarko, City Finance Director



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Abdul Siddiqui, PE, City Engineer

CC: Honorable Mayor Deirdre Waterman, Dan Ringo, Interim DPW Director

DATE: December 23, 2020

RE: Michigan Department of Transportation (MDOT) resurfaced Perry Street in 2018/2019 and implemented a road diet

Honorable Council President Williams and City Council Members:

As you are aware, the Michigan Department of Transportation (MDOT) resurfaced Perry Street in 2018/2019 and implemented a road diet by reducing the number of drive lanes and adding bike lanes. This was done per the City's Complete Streets Master Plan (CSMP). While City Council approved the project, they also reserved the right to request that MDOT revert Perry Street back to its original configuration if they were not satisfied with the results of the road diet after a nine-month trial period.

Accordingly, on June 11, 2019, City Council passed a resolution calling on MDOT to revert Perry Street back to its original configuration. However, MDOT has refused to change the configuration for Perry Street per the attached letters from the MDOT Director and the attached email from MDOT's Oakland TSC Manager, due to concerns about deterioration of safety along Perry Street if the road diet is eliminated.

With the situation at an impasse, City Council had tasked DPW to prepare an estimate of the cost for the City to perform the work of reverting Perry Street back to its original configuration. That estimate has been prepared and is attached. The estimated construction cost is around \$94,000. Including preliminary engineering and construction engineering costs will take the estimate to around \$115,000.

In order for the City to perform the work through its own contractor, the City will be required to apply for and obtain a permit from MDOT. Per the attached email, MDOT's Oakland TSC Manager has indicated that MDOT will not issue a permit for such a project. However, it might not be clear to the TSC Manager that the City will be paying for this project through its own funds, and so it might be advisable to work through the MDOT permitting process anyway.

Please advise how City Council would like to proceed with this matter.

Thank You,

Abdul Siddiqui, PE, City Engineer

Attachments:

N. Perry Street - Pavement Marking Replacement Project
City of Pontiac, Oakland County, Michigan
 Conceptual Engineer's Opinion of Probable Cost

Item	Quantity	Unit	Unit Price	Amount
1 Mobilization (10% Max)	1	LSUM	\$8,000.00	\$8,000.00
2 Advance Construction Signage and Traffic Control	1	LSUM	\$2,000.00	\$2,000.00
3 Sign, Rem (Includes Post)	15	EA	\$50.00	\$750.00
4 Pavt Mrkg, Longit, 6 inch or Less Width, Rem	62,000	LF	\$0.60	\$37,200.00
5 Pavt Mrkg, Longit, Greater than 6 inch Width, Rem	100	LF	\$1.00	\$100.00
6 Rem Spec Mrkg	1,594	SF	\$2.00	\$3,188.00
7 Pavt Mrkg, Polyurea, 4 inch Yellow	8,570	LF	\$1.00	\$8,570.00
8 Pavt Mrkg, Polyurea, 4 inch White	8,780	LF	\$1.00	\$8,780.00
9 Pavt Mrkg, Polyurea, 6 inch crosswalk, White	1,142	LF	\$3.00	\$3,426.00
10 Pavt Mrkg, Polyurea, 24 inch, Stop Bar, White	325	LF	\$15.00	\$4,875.00
11 Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	9	EA	\$150.00	\$1,350.00
12 Pavt Mrkg, Polyurea, Rt Turn Arrow Sym	8	EA	\$150.00	\$1,200.00
13 Pavt Mrkg, Polyurea, Thru and Rt Turn Arrow Sym	1	EA	\$200.00	\$200.00
14 Pavt Mrkg, Polyurea, Thru Arrow Sym	1	EA	\$150.00	\$150.00
15 Pavt Mrkg, Polyurea, Only Sym	17	EA	\$200.00	\$3,400.00
16 Pavt Mrkg, Polyurea, School Sym	8	EA	\$300.00	\$2,400.00
Sub Total:				\$85,589.00
10% Construction Contingency:				\$8,559.00
Grand Total:				\$94,148.00

12/17/2020
 JCK

Abdul Siddiqui

From: Swanson, Lori (MDOT) <SwansonL@michigan.gov>
Sent: Wednesday, December 16, 2020 3:42 PM
To: Abdul Siddiqui
Cc: Gough, Stacey (MDOT); Dan Ringo; Webb, Kimberly (MDOT); Pozolo, Thomas (MDOT); Ibrahim, Faisal (MDOT)
Subject: RE: Perry St Permit

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.

Hi Abdul,

Thank you for reaching out regarding obtaining a permit for the City to convert Perry Street back to a 4-lane roadway. As stated in Director Ajegba's letter to Mayor Waterman dated November 4, 2020, MDOT will not return Perry Street to its previous 4-lane configuration. Crash data is relevant to our decision and the road diet is a positive step in improving the safety of pedestrians, motorist and bicyclists. Therefore, we will not approve a permit for the City of Pontiac to make any changes to the lane configuration on Perry Street.

In regard to the intersection of Perry Street and MLK Boulevard, Faisal Ibrahim will evaluate the signal timing and operation of the intersection. He will report back with his findings.

Thank you for the update about the status of the resolution of support for the Woodward Loop Two-Way Conversion project. We look forward to getting an approved resolution and starting the design of the project.

If you have any comments or questions, feel free to contact me.

Lori Swanson
Oakland TSC Manager
248-361-0234



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

November 4, 2020

The Honorable Deirdre Waterman
Mayor, City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

Dear Mayor Waterman:

It was a pleasure speaking with you last week regarding the operation of the Perry Street road diet which was completed in June of 2019. In concert with the City's Complete Streets Master Plan, which was adopted by City Council in 2017, the Perry Street road diet was included in the Michigan Department of Transportation's (MDOT's) resurfacing project in 2018-2019.

When a new traffic pattern is implemented on a route, there is a learning curve for motorists to become familiar with the new lane configuration. It is not uncommon for crashes to spike immediately after construction is finished, and then decline over time. MDOT reviewed the crash data from 2014 through 2020 and determined that this is the case with Perry Street. As shown on the enclosed graph, there was a spike in crashes after the construction was completed in June 2019, and then a decline.

Our highest priority is the safety of the motoring public and we seek opportunities to make improvements that will increase efficiencies and safety. MDOT has adopted the Toward Zero Deaths (TZD) National Campaign to positively enhance road users' behavior and safety. By implementing a road diet on Perry Street, MDOT and the City of Pontiac took a positive step in alignment with the TZD strategies to improve the safety of pedestrians, bicyclists, and motorists alike. Therefore, we will not return Perry Street to its previous four-lane configuration.

Thank you for the City of Pontiac's continued partnership in maintaining a high-quality and safe transportation system for our residents. If you have any further questions, please contact either me or Lori Swanson, Oakland Transportation Service Center Manager, at 248-361-0234 or SwansonL@michigan.gov.

Sincerely,

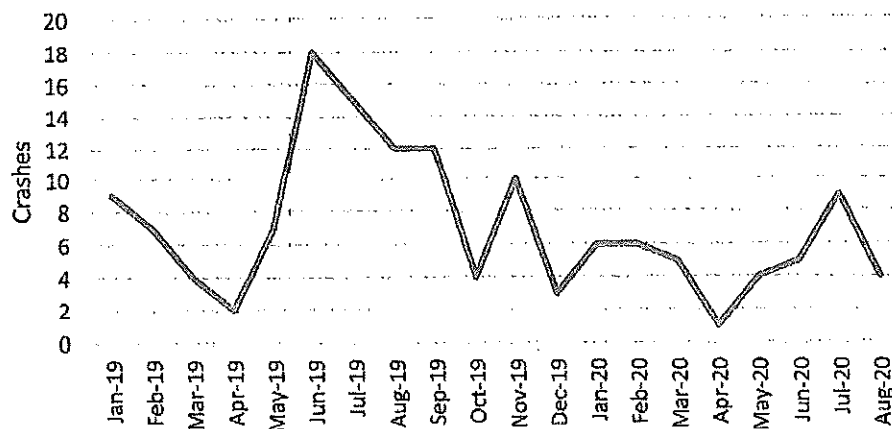
Paul C. Ajegba, P.E. Paul C. Ajegba, P.E.
Nov 4 2020 1:44 PM

Paul C. Ajegba, P.E.
Director

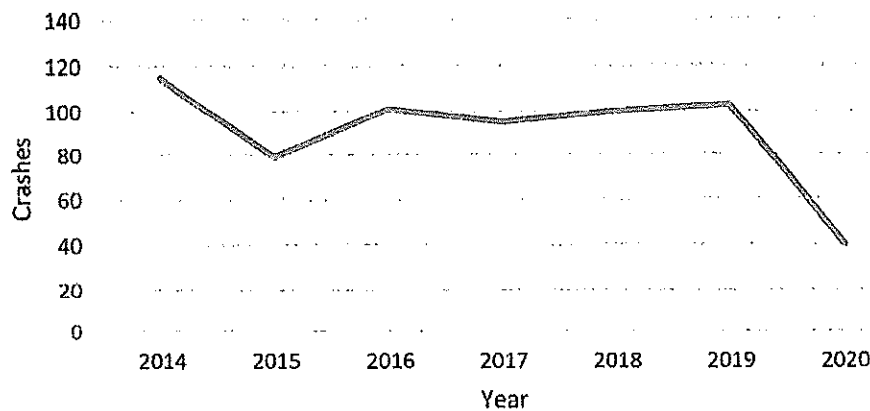
Enclosure

cc: L. Swanson

Perry Street Crash Data by Month
2019 & 2020



Perry Street Crash Data
2014-2020





CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman

DATE: December 23, 2020

RE: Resolution to Approve Oakland County Designated Assessor

Public Act 660 of 2018 requires all Michigan Counties to name a Designated Assessor for each respective county. The purpose of this designation is to set the process for the State Tax Commission in the event any local city or township is not in substantial compliance with the State's General Property Tax Act. There is an already established audit process that determines compliance (Audit of Minimum Assessing Requirements). This additional process with the Designated Assessor only takes place after several reviews and correction opportunities.

Oakland County has named David Hieber, in his capacity as the Equalization Officer for Oakland County, as the Designated Assessor for Oakland County. In order to be compliant with Public Act 660, an Interlocal Agreement is to be executed by the majority of the cities and townships within the county, the County Board of Commissioners, and the Designated Assessor.

The Administration is requesting approval of the attached resolution in order to execute the proposed Interlocal Agreement with Oakland County.

Resolution for Interlocal Agreement to approve Designated Assessor

WHEREAS, Public Act 660 of 2018 requires all Michigan Counties to name a Designated Assessor for each respective county; and

WHEREAS, this process is to be done by resolution in each of Michigan's 83 counties; and

WHEREAS, the main purpose of this Act and the Designated Assessor is to ensure all cities and townships are in substantial compliance with the General Property Tax Act; and

WHEREAS, the Designated Assessor is not Countywide assessing; it is a process to assist the State Tax Commission in the event a local city or township is not in substantial compliance with the General Property Tax Act; and

WHEREAS, this assistance will only take place after several reviews and correction opportunities by the local city or township; and

WHEREAS, in November 2020 Oakland County named David Hieber, in his capacity as the Equalization Officer for Oakland County, as the Designated Assessor for Oakland County. In order to be compliant with Public Act 660; and

WHEREAS, an Interlocal Agreement is to be executed by the majority of the cities and townships within the county, the County Board of Commissioners, and the Designated Assessor; and

WHEREAS, Oakland County has committed to keeping in compliance with the General Property Tax Act and will do so without any additional cost to already contracted assessing units.

NOW, THEREFORE BE IT RESOLVED, the City is hereby authorized to execute and enter into the Interlocal Agreement to name David Hieber as the County's Designated Assessor.

**INTERLOCAL AGREEMENT FOR OAKLAND COUNTY TO APPROVE
THE DESIGNATED ASSESSOR FOR THE PERIOD JANUARY 1, 2021
THROUGH DECEMBER 31, 2025**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter "Agreement") has been executed by the Board of Commissioners for Oakland County, a majority of the Assessing Districts in Oakland County, and the individual put forth as the proposed Designated Assessor. Oakland County and the Assessing Districts are collectively referred to throughout this Agreement as the "Parties."

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations (cities and townships) located within the County of Oakland, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board of Commissioners and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties agree as follows:

BACKGROUND INFORMATION

Oakland County names **DAVID HIEBER** (R-5676), in his official capacity as the Equalization Officer for Oakland County, as the Designated Assessor for all of the Assessing Districts within Oakland County¹. Included as an addendum to this Agreement are the Oakland County SEV totals by class, including special act values, those properties deemed unique or complex by a local Assessing District, and a listing of the total number of parcels, by classification, including special act rolls, within each Assessing District.

If the State Tax Commission (STC) invokes the Designated Assessor process for any Assessing District in Oakland County, the Parties agree that the Designated Assessor will perform the duties associated with being the Assessor of Record for an Assessing District at the Oakland County Equalization Division offices in the City of Pontiac, County of Oakland, State of Michigan, unless the duties of the Designated Assessor require on-site visits to the Assessing District's location.

QUALIFICATIONS OF DESIGNATED ASSESSOR

David Hieber has been certified as a Michigan Master Assessing Officer since 1998. In his capacity as the Oakland County Equalization Officer, he is responsible for managing the Oakland County Equalization Division. Along with its statutory duties, the Equalization Division currently acts as the contracted Assessor of Record for thirty of the fifty-two Assessing Districts in Oakland County.

David Hieber has disclosed any conflicts of interest involving the proposed Designated Assessor, the County, or any Assessing District, if applicable: **[NONE]**.

It is understood that David Hieber will, during the length of this agreement, maintain his assessor certification in good standing with the State Tax Commission and if required to serve as the Designated Assessor for an Assessing District in Oakland County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

¹ Oakland County contains 52 Assessing Districts (cities and townships), two of which (City of Fenton and City of Northville) are not considered to be "in" Oakland County for purposes of MCL 211.10g as the largest share of their state equalized value is located in another county.

A list of the remaining 50 Assessing Districts can be found here:

<https://www.oakgov.com/mgtbud/equal/Pages/assessing-offices.aspx>

1.0 DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

- 1.1 The Designated Assessor, while serving as the Assessor of Record for an Assessing District within Oakland County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
- 1.2 Within 30 (thirty) days of being appointed as the Assessor of Record for the Assessing District by the STC, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the STC's audit.
- 1.3 The Parties agree that the Designated Assessor, while serving as the Assessor of Record for an Assessing District, shall do the following things, as applicable to bring the Assessing District into compliance with the Audit of Minimum Assessing Requirements:
 - 1.3.1 Make assessments of real and personal property within the Assessing District;
 - 1.3.2 Appraise all property, process all real and personal property description changes, and prepare the assessment roll for real and personal property in the Assessing District;
 - 1.3.3 Attend all March, July, and December Board of Review meetings;
 - 1.3.4 Be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals, and assist the Assessing District in the preparation of both the oral and written defense of appeals;
 - 1.3.5 Prepare all necessary reports for review by the supervisor, manager, chief executive, board, or council of the Assessing District, as applicable;
 - 1.3.6 Performs any other duties required under PA 600 of 2018.
- 1.4 For an Assessing District employing assessing staff other than the Assessor of Record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to any limitations as may be agreed by the applicable Assessing District and the Designated Assessor. However, no members of said assessing staff will become employees or independent contractors of Oakland County.
- 1.5 While not acting in the capacity as the Designated Assessor for an Assessing District, the Designated Assessor will have the following duties and responsibilities for Oakland County and the Assessing Districts within Oakland County: Equalization Officer.
- 1.6 The parties understand and agree that the duties outlined in this Agreement only apply if and when the Designated Assessor is required to take over the assessing duties for an Assessing District pursuant to the terms of PA 600 of 2018. This Agreement will have no effect on any pre-existing agreements that the parties may have, under which Oakland County performs contracted assessing services for the Assessing District.

2.0 DUTIES AND RESPONSIBILITIES OF ASSESSING DISTRICTS

- 2.1 Any Assessing District in Oakland County that is required to utilize the services of the Designated Assessor will, during and throughout the term of this Agreement, do the following:
 - 2.1.1 Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the Assessor of Record for the Assessing District and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
 - 2.1.2 Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's Assessor of Record.
 - 2.1.3 Provide any technology, equipment, and workspace necessary for the Designated Assessor to carry out their requirements under this Agreement.
- 2.2 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Assessing District tax appraisal or assessment functions or any other Assessing District legal obligation under any applicable State Property Tax Laws. The Assessing District shall employ and retain its own legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.3 Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County employees, including any County attorneys shall be authorized, required and/or otherwise obligated under this Agreement or pursuant to any other agreement between the Parties to provide any legal representation to or for the Assessing District and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Assessing District before the Michigan Tax Tribunal or any other review body or court.
- 2.4 The Assessing District shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any tax appraisal or assessment functions or any other legal obligation. The Assessing District agrees that under no circumstances shall the County or the Designated Assessor be responsible for any costs, obligations, and/or civil liabilities or any responsibility under any State Property Tax Law.

3.0 DESIGNATED ASSESSOR COMPENSATION

- 3.1 The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- 3.2 If the Designated Assessor is required to serve as the Assessor of Record for an Assessing District within Oakland County, the parties understand and agree that he will be serving in his official capacity as the Oakland County Equalization Officer. Therefore, an Assessing District will not make any direct payments to the Designated Assessor. Instead, the Assessing District will be responsible for paying a fee to Oakland County which fee is intended to compensate Oakland County for the reasonable costs incurred by the Designated Assessor and his staff. Oakland County will charge the Assessing District a fee equal to the average rate per parcel that it charges those districts for whom it already performs contracted assessing services, as of the date the Designated Assessor is required to serve as the Assessor of Record. The parties understand that it may be necessary to modify this standard fee depending on the complexity of the work to be performed by the Designated Assessor and the number of staff needed to assist in completing the work. The Assessing District is not required to pay a retainer fee.
- 3.3 If the Assessing District fails, for any reason, to pay the County any monies when and as due under this Contract, the Assessing District agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Assessing District 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 by the Assessing District to the County. The Assessing District waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Assessing District's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement.
- 3.4 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 Contract, 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.
- 3.5 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Assessing District to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the County on an ongoing and successive basis if Assessing

District at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Assessing District 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 Assessing District.

4.0 EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective when it is executed by the Oakland County Board of Commissioners, David Hieber, and the governing bodies of a majority of the Assessing Districts within Oakland County, and shall expire on December 31, 2025. The terms and conditions in Section 3.0 (Compensation) shall survive and continue in full force beyond the termination of this Agreement if the Assessing District owes money to the County under this Agreement.

5.0 DESIGNATED ASSESSOR EMPLOYMENT STATUS

It is understood by the parties that David Hieber is appointed as the Designated Assessor based on his employment status as Oakland County Equalization Officer and that if his employment status materially changes, the parties will request that the State Tax Commission designate and approve an interim Designated Assessor until the parties are able to amend this Agreement.

6.0 ENTIRE AGREEMENT

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are set forth in this Agreement.

7.0 AMENDMENTS

This Agreement cannot be modified unless reduced to writing and signed by both Parties.

8.0 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.

9.0 GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

10.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, _____ [name and title of assessing district official] hereby acknowledges that he/she has been authorized by a resolution of the _____ [name of assessing district], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Name and Title:

WITNESSED: _____ DATE: _____
Name and Title:

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

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Name and Title:

DAVID HIEBER, in his official capacity as Equalization Officer for Oakland County, hereby accepts the role of Designated Assessor as outlined in this Agreement.

EXECUTED: _____ DATE: _____
David Hieber
Oakland County Equalization Officer

ADDENDUM – SEV TOTALS

OAKLAND COUNTY SEV TOTALS BY CLASS

class	parcel counts	State Equalized values
Agricultural	414	83,078,430
Commercial	21,730	13,049,878,820
Industrial	4,576	2,458,558,940
Residential	457,609	62,000,752,770
Personal Property	52,485	3,603,125,954
Special Acts	384	479,224,100
	537,198	81,674,619,014



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Mayor Dierdre Waterman

DATE: December 9, 2020

RE: **Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals**

WHEREAS, City of Pontiac ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS; and

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the Pontiac City Council and permitted under the applicable MERS Plan Document(s); and

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment, and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of the Employer to implement decisions and actions of the governing body; and

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein.

THEREFORE BE IT RESOLVED, that the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements, and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered products and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

Mayor
Deputy Mayor
Finance Director

BE IT FURTHER RESOLVED, that this Resolution may be revoked in writing or amended by the Pontiac City Council at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Pontiac City Council agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

KKD
Attachment

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, City of Pontiac ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. Mayor

Optional additional job positions:

2. Deputy Mayor
3. Finance Director

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on December 15, 2020.

Authorized signature (must be currently in a position named above): _____

Name: Dr. Deirdre Waterman

Title: Mayor

Witness signature: _____

Witness name: _____

Witness title: _____

Defined Contribution Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Contribution (DC) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Pontiac, City of

Municipality number 635001

This is an amendment of the existing MERS Defined Contribution Agreement.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 635001110347

Division name FT EEs aft 1/1/11 not in GERS

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS, such as "Clerical staff working more than 160 hours in a month," "Elected Officials" or "Admin working >32 hours per week," etc.:

All full-time active staff scheduled to work at least 30 hours per week (excluding elected officials, temporary employees in a position that required less than 12 months of work, and staff eligible for and/or receiving pension benefits through the City of Pontiac).

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Pontiac, City of

DIV: 635001110347

If you elect to include a special classification (chart below), then the employee will be required to participate in the employer and employee contributions adopted in your plan. An excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than <u>29</u> hour per week.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who will work for the municipality from <u>May</u> to <u>Septemeber</u> only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☒ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Pontiac, City of

DIV: 635001110347

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Pontiac, City of

DIV: 635001110347

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions. Wages are strongly recommended to be reported with regular wage/contribution reports to MERS. Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="radio"/> Base Wages	<input checked="" type="radio"/> Box 1 Wages	<input type="radio"/> Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Pontiac, City of

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SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Salary or hourly wage X hours | <input type="checkbox"/> On-call pay |
| <input type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

Other Wages apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input type="checkbox"/> Overtime | <input type="checkbox"/> Other: _____ |

Lump Sum Payments apply: YES ☐ NO ☐

- | | |
|---|--|
| <input type="checkbox"/> PTO cash-out | <input type="checkbox"/> Educational degrees |
| <input type="checkbox"/> Longevity | <input type="checkbox"/> Moving expenses |
| <input type="checkbox"/> Bonuses | <input type="checkbox"/> Sick payouts |
| <input type="checkbox"/> Merit pay | <input type="checkbox"/> Severance (if issued as lump sum) |
| <input type="checkbox"/> Job certifications | <input type="checkbox"/> Other: _____ |

Taxable Payments apply: YES ☐ NO ☐

- | | |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Prizes, gift cards | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

- | | |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement |
| <input type="checkbox"/> Phone | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness | <input type="checkbox"/> Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> 457 employee and employer contributions | <input type="checkbox"/> IRA contributions |
| <input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs | <input type="checkbox"/> Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Workers compensation premiums | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☐ NO ☐

Taxable Fringe Benefits apply: YES ☐ NO ☐

- | | |
|---|---|
| <input type="checkbox"/> Clothing reimbursement | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

Defined Contribution Plan Adoption Agreement Addendum

EMPLOYER NAME: Pontiac, City of

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3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Pontiac

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: DataCollectionProject@mersofmich.com



CITY OF PONTIAC
Department of Building Safety & Planning
Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342
Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL

FROM: VERN GUSTAFSSON – PLANNING & DEVELOPMENT MANAGER

**SUBJECT: RESOLUTION TO SCHEDULE PUBLIC HEARING
2021-2025 PONTIAC PARKS & RECREATION MASTER PLAN
“A DESTINATION FOR RECREATION”**

DATE: DECEMBER 16, 2020

The City of Pontiac is completing revisions to the 2021-2025 Parks & Recreation Master Plan. To ensure the Master Plan is adopted, the Planning Division request that City Council approve a resolution to schedule a Public Hearing on January 19, 2021. The adoption of the 2021-2015 Parks & Recreation Master Plan allows the city to take advantage of the potential funding and grant benefits as well as adopting a sound, solid Master Plan that is designed to guide improving our city park systems and community health and wellness programs.

**Resolution to Schedule Public Hearing
2021-2025 Pontiac Parks and Recreation Master Plan**

WHEREAS, the Pontiac City Council will hold a PUBLIC HEARING at its Regular Meeting on January 19, 2021 at Noon. This meeting will be held electronically as allowed by the amended Open Meetings Act.

WHEREAS, individuals who desire to make a public comment at the PUBLIC HEARING, please submit your name and comment(s) in writing to publiccomments@pontiac.mi.us. All public comments must be received no later than 11:30AM on January 19, 2021. The Interim City Clerk will read your comments during the PUBLIC HEARING section of the meeting and is limited to three (3) minutes.

WHEREAS, the 2021-2025 Parks & Recreation Master Plan can be viewed on the City of Pontiac Website: <https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:276a9a2a-8374-4a81-9a2f-010022aadd82#pageNum=1>

WHEREAS, NOTICE IS FURTHER GIVEN that the text of the proposed 2021-2025 Parks and Recreation Master Plan may be examined at the **Pontiac Public Library**, 60 East Pike Street, Pontiac, Michigan 48342 and **Pontiac City Hall, Building Safety Department**, 47450 Woodward Avenue Pontiac, Michigan 48342 during the hours of 9:00AM and 2:00PM

NOW, THEREFORE BE IT RESOLVED, that a Public Hearing for the City of Pontiac 2021-2025 Parks & Recreation Master Plan be held on January 19, 2021 at Noon. This meeting will be held electronically as allowed by the amended Open Meetings Act.