

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."

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200

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

FORMAL MEETING
260th Session of the 10th Council
October 26, 2021 at 6:00 P.M.
Bowens Center 52 Bagley Pontiac, MI 48341

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. October 19, 2021

Subcommittee Report

2. Public Safety- September 2021

Special Presentation (Special Presentations are limited to 10 minutes.)

3. Pontiac Youth Recreation and Enrichment Center(PYREC) Fall Programming
Presentation Presenter: Richard Burch, PYREC Assistant Youth Recreation Manager

Recognition Elected Officials

Agenda Address

Agenda Items

Resolutions

Cable Services

4. Resolution to approve option 1 for returning City Council Meetings to the City Hall Council Chambers. The cost for option 1 is \$26,141.18.
5. Resolution to approve option 2 for returning City Council Meetings to the City Hall Council Chambers. The cost for option 2 is \$67,321.18.
6. Resolution to approve option 3 for returning City Council Meetings to the City Hall Council Chambers. The cost for option 3 is \$212,321.18

Community and Economic Development

7. Resolution to approve a contract between the City and International Construction to provide Demolition Services for CDBG Clearance and Demolition of Batch 17 Properties not to exceed \$175,000

Department of Public Works

8. Resolution to approve the Michigan Department of Transportation (MDOT) Tunnel Inspection Agreement for the Phoenix Center Tunnel on Orchard Lake Rd.
9. Resolution to approve the City of Pontiac Disaster Emergency Plan

Finance

10. Resolution to approve a budget amendment for fiscal year 2021-2022 to increase account 202-463-806.000-Engineering Services in the amount of \$1,050,000.00 **(Five yes votes are required to approve a budget amendment.)**.
11. Resolution to approve a budget amendment for fiscal year 2021-2022 to increase account 101-447-806.000-Engineering Services in the amount of \$190,000.00 **(Five yes votes are required to approve a budget amendment.)**.
12. Resolution to approve the City Treasurer to spread \$25,569.17 of property assessment on the 2021 winter tax rolls as requested by the Water Resources Commissioner.
13. Resolution to approve the Clerk to publish notice of the proposed budget amendment for Fiscal Year 2021-22 to allocate a total of \$81,213 to general fund account 101-266-959.003 Settlement Payments. **(The funds will be used for payments required under recently decided legal action brought by former city employees.)**.

Information Technology

14. Resolution to approve the purchase of Microsoft Office 365 solution and associated costs not to exceed \$66,953.00.

Law

15. Resolution to approve the Medical Marihuana Commission rules

Communication from the City Clerk

16. Memorandum on City Council adoption of the rules prior to the Medical Marihuana Commission approving them would be a violation of Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance approved by Pontiac voters

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

**Official Proceedings
Pontiac City Council
259th Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order at the Bowens Senior Center, 52 Bagley Pontiac, MI 48342 on Tuesday, October 19, 2021 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

Members Present – Carter, Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams

Mayor Waterman was present.
A quorum was announced.

Point of Privilege – Councilwoman Mary Pietila
Point of Privilege – Interim City Clerk Garland Doyle

Amendments to and Approval of the Agenda

21-316 **Motion to remove item #19 (Resolution to approve Actuary Studies to be done that are required to implement the Mayor's proposal to permanently increase monthly pension benefits to City of Pontiac retirees) from the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

~~21-317 **Motion to defer item #8 (Special Presentation on the report on Maynard Court) for two weeks and defer item #9 (Adoption of an Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions for the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MLC 125.1401, et seq; the "Act"). This ordinance shall be known and cited as the "Tax Exemption Ordinance for Perdue Place.") until applicant is present at a City Council Meeting.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman. Council discussion took place, Councilperson Taylor-Burks withdrew her motion, and Councilperson Taylor-Burks withdrew her second.~~

21-317 **Motion to defer item #8 (Special Presentation on the report on Maynard Court) for two weeks.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Taylor-Burks, Waterman, Williams and Miller

No: Shramski, Carter and Pietila

Motion Carried

21-318 **Motion to defer item #9 (Adoption of an Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions for the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MLC 125.1401, et seq; the "Act"). This ordinance**

shall be known and cited as the “Tax Exemption Ordinance for Perdue Place.”) Indefinitely. Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried

21-319 **Motion to approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried

Approval of Minutes

21-320 **Motion to approve meeting minutes for October 12, 2021.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Public Comment

Ten (10) individuals addressed the body during public comment

Special Presentation

Kids First Initiative STEAM Ignite

Presentation Presenters: Richard Bell, President, Kids First initiative

Discussions

Interim Department of Public Works Director Dwayne A. Lyons Confirmation

Medical Marihuana Caregivers Ordinance

Contract Expiring within the next six months

Status of Employee Hazard pay Payments

Suspend the Rules

21-321 **Motion to suspend the rules.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Carter, Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams

No: None

Motion Carried

21-322 **Motion to limit the Study Session Agenda on November 4, 2021 at 12:00 p.m. to the topic of contracts expiring within the next six months.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

21-323 **Motion to suspend the rules to add on a Resolution.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

21-324 **Resolution on employees hazard payments.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Now, Therefore, Be It Resolved, that the City Council states that all hazard pay should be issued by direct deposit or check on or before October 21, 2021 to all qualifying employees pursuant to the resolution adopted by Council on September 28, 2021 which included an attachment and in reference to section 3.120 of the City Charter which states City Payroll is under Council Control.

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

No: None

Resolution Passed

Adjournment

Council President Kermit Williams adjourned the meeting at 8:04 p.m.

Garland Doyle
Interim City Clerk

#2

**SUBCOMMITTEE
REPORT**

Public Safety Subcommittee Notes of October 13, 2021

Meeting called to order at 9:00 a.m.

In attendance was a Star representative Jayson Browe, Waterford Regional Liaison Will, OCSD Sgt Law, and myself Chair Councilwoman Mary Pietila, absent was ProTem Carter and Councilwoman Sharamski.

Browe reported Star had hired 3 Basic EMTs and 1 Paramedic, has reinstated the car seat checks, 5 were done this past month.

All departments reported Motor Bella was a success, no accidents and roads were cleaned with no issues, other than where the Staff wanted them to station themselves and the minimum spaces.

Sgt. Law assured us he did address that with the staff and that is rectified for the next 3 years, the length of the contract with GADA. There was talk about City Shield Security, the security company GADA used; there was no cost for Overtime as extra units were compiled of officers who rearranged shifts.

We did discuss Dream Cruise and how there will be new placements of Deputies and additional staffing which may lead into some overtime, to control the zealous crowds which resulted in the rubber on the roads. I did ask about the removal of the rubber, and the response was plowing and salt.

There was some conversation of the 100 persons fighting in the Wisner parking lot after a youngster's football game, on early Sunday game on the 10th of October. Mr. Cartier of Lee industrial has been informed they are responsible for security and that our road patrol Deputies scheduled for regular duty do not provide security, that is an extra detail and those arrangements have to be made in advance. This is not the first time that information has been relayed.

There is additional Leadership training on going at Waterford Regional with Will and B.C. Dorman promotions continue (written on the bottom of the Fire report). One personnel injury was to a shoulder which is anticipated to heal with time and rest.

We did discuss the continued lack of opportunities to hire additional Firefighters and Law Enforcement Officers as the number of qualified applicants are low for both departments.

Trucks are still 19 months out from date of order for purchase of new and air packs 17 months.

The meeting concluded at 10:00 a.m. The November meeting will be November 10, 2021 @ 9:00 a.m.

Oakland County Sheriff's Office
Pontiac Substation
2021

10/4/2021 13:22

Road Patrol/DB	January	February	March	April	May	June	July	August	Sept	October	November	December	Totals
Road Patrol Arrests:	293	293	355	308	306	257	315	298	324				2,749
Traffic Citations:	219	290	302	352	324	474	457	275	377				3,070
Detective Bureau Warrants:	111	115	143	132	120	121	130	140	113				1,125
Cases Assigned to Detectives:	404	325	403	396	432	403	430	459	432				3,684
Appearance Citations:	8	7	13	10	6	5	8	7	9				73
DNA Swabs	1	0	0	0	0	0	0	1	0				2

Domestic Violence Arrests

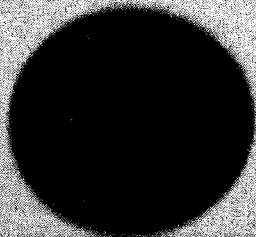
State Law Warrants:	38	34	44	47	41	40	36	56	35				371
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Directed Patrol Unit

Felony Arrests:	50	48	43	35	42	37	25	35	39				354
Misdemeanor Arrests in Custody:	9	14	7	8	6	7	2	3	4				60
Appearance Citations:	8	13	5	2	1	3	1	2	0				35
Traffic Citations:	0	0	0	0	0	0	0	3	0				3
Controlled Buys:	0	0	0	0	0	0	0	0	0				0
Handguns Seized:	8	13	14	7	12	8	10	10	23				105
Long Guns Seized:	0	0	0	0	0	0	0	0	2				2
Search Warrants Executed:	0	0	0	0	0	0	0	1	1				2

Violent Crimes Statistics

Armed Robberies	3	7	2	3	4	4	3	6	5				37
Homicides:	1	1	0	1	0	0	3	1	0				7
Discharged Firearm (Injuries):	6	0	3	3	8	8	2	6	9				45



WATERFORD REGIONAL FIRE DEPARTMENT

10001 Waterford Valley Road • Waterford, CT 06395

Phone: 401-275-1400 • Fax: 401-275-1401

www.waterfordfire.com

Matthew J. Conroy, Fire Chief & Carl J. Wallace, Deputy Fire Chief & John W. Prudhomme, Fire Marshal

MONTHLY FIRE DEPARTMENT REPORT

For the City of Pontiac

September 2021

Total Pontiac Fire Station calls - month: 432 Average Response Time 5:26 min. per call

Total calls for Pontiac Stations - YTD: 3,664

City Calls: Fires 15 EMS: 236 False

Pontiac YTD: Fires: 1154 EMS: 2,031

Average response time: 5:26 min.

Month Count	Response Times	YTD
FS-6: Fires -01	5:25	028
EMS -65		347
FS-7: Fires -08	5:45	078
EMS -93		853
FS-8: Fires -03	5:07	033
EMS-38		407
FS-9: Fires -02	4:52	035
EMS -41		356

NOTE: Totals per Station could reflect response out of the city limits.

Fire Injuries to personnel: 1 training Fire Injuries to civilian: Zero

Promotions: Jeremey Grundy to Captain, Chester Felts to Lieutenant
and James Muller to Lieutenant.

2nd Year

Battalion Chief Testing in progress 4 Captains in the process

DISPATCH	16-Jan	Feb-16	16-Mar	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	16-Nov	16-Dec
Abdominal Pain	37	37	54	38	32	33	43	38	28	35	27	21
ALLergies	7	11	2	4	7	7	9	9	9	3	4	9
Animal bites	1	1	2	3	2	3	2	1	2	1	1	1
Assault	35	24	24	31	48	32	29	19	21	29	24	23
Pedestrian struck by Auto	1	5	4	2	2	1	1	3	1	1	3	0
Back Pain	14	16	15	14	12	11	13	14	22	12	7	11
Breathing Problems	77	113	94	86	90	91	106	66	97	92	87	115
Burns	1	1	0	0	4	0	1	1	2	0	1	1
Cardiac Arrest	15	17	12	8	10	12	11	14	12	12	5	10
Chest pain	68	58	76	77	70	75	62	62	75	70	55	72
Choking	4	6	2	2	4	4	3	3	3	1	0	2
CO poisoning								3		2	0	0
Seizures	44	60	49	57	50	56	77	50	45	57	59	41
Diabetic Issues	19	21	22	26	23	27	34	18	15	22	29	18
Electrocution								1	0	0	0	0
Eye issues	1	0	0	0	1	0	0	0	0	1	1	0
Fainting	5	7	6	5	15	10	10	9	5	9	4	8
Fall Victim	57	60	51	62	64	63	78	65	69	56	69	66
Fever	3	2	0	0	0	1	2	0	1	1	2	1
Headache	5	3	4	2	6	6	3	4	1	4	3	4
Heart Problems	14	14	14	8	12	15	7	8	12	1	7	5
Heat/Cold Exposures	1	1	4	0	2	1	1	1	0	0	1	1
Hemorrhage from Laceration	18	25	25	17	16	17	20	18	15	17	11	27
Industrial Accident	0	0	0	2	2	0	0	0	0	1	0	0
Medical alarms											9	16
MCI	0	0	0	0	1	0	1	1	0	0	0	0
Ingested Poison	1	5	3	3	0	2	2	4	4	4	2	4
Non Emergent requests	10	20	11	10	6	7	6	33	8	6	7	9
Overdose	21	31	37	21	20	33	38	33	42	41	41	34
Pregnancy/Childbirth	10	5	10	11	8	8	9	14	15	7	11	0
Psychiatric Problems	33	37	31	41	48	28	48	51	31	27	25	33
Respiratory Arrest	1	2	2	0	0	1	2	0	0	0	1	0
"Sick" Person	126	131	120	120	135	113	127	133	147	172	157	194

stab/Gunshot Wound	4	12	7	5	5	2	5	6	5	2	3	3
Stroke/CVA	23	13	16	15	14	19	19	12	9	20	18	12
Traffic Accidents	41	35	51	30	52	44	41	43	35	38	48	51
Palliative care	19	7	6	10	10	9	8	17	11	10	7	11
Traumatic Injury	19	12	13	17	17	23	18	20	17	17	18	13
Unconscious/unknown cause	50	39	28	31	39	49	45	45	41	28	41	37
UNKNOWN	57	65	81	52	76	68	62	46	47	47	46	42
"Man DOWN"	11	7	11	10	12	18	19	13	11	19	18	9
Sexual Assault		1	0	0	0	0	1	1	1	0	0	0
total	853	904	887	820	915	889	963	879	859	865	852	904

increase

DISPATCH	17-Jan	Feb-17	Mar-17	Apr-17	May-17	Jun-17	7+H1:1	Aug-17	17-Sep	Oct-17	Nov-17	Dec-17	
Abdominal Pain	29	22	24	21	26	37	24	21	18	22	25	25	294
ALLergies	6	1	6	8	7	10	6	7	6	4	7	5	73
Animal bites	4	2	3	2		1	4	2	1	0	0	0	19
Assault	35	20	25	27	30	35	43	26	17	36	31	25	350
Invalid assist	2	0	2	0	2	0	0		0	1	1	2	10
Pedestrian struck by Auto	0	0	0	0		2	0	1	0	0	0	0	3
Back Pain	11	11	13	5	15	14	11	7	3	19	10	13	132
Breathing Problems	101	77	86	82	111	83	84	103	103	80	100	96	1106
Burns	3	0	5	1	1	3	1	2	3	3	4	4	30
Cardiac Arrest	17	10	7	15	13	14	13	10	3	17	10	20	149
Chest pain	60	60	56	59	54	57	45	69	73	48	74	69	724
Choking	2	2	1	2		3	3	3	2	3	0	3	24
CO poisoning	2	0	1	1	1	0	1		0	2	2	4	14
Seizures	45	41	36	40	45	57	56	45	43	40	54	36	538
Diabetic Issues	16	14	16	22	25	23	27	17	29	25	17	15	246
Electrocution	0	0	0	0	0	0	0		1	0	0	0	1
Eye issues	1	0	0	0	1	0	1	1	0	0	1	0	5
Fainting	2	6	7	3	4	7	7	10	1	0	0	0	47
Fall Victim	70	47	60	51	56	50	67	52	51	58	53	73	688
Fever	1	0	2	0	0	1	0		0	0	0	0	4
Fire				1	0	1	3		2	0	1	2	10
Headache	3	3	1	6	7	4	6	1	0	4	7	6	48
Heart Problems	5	5	14	8	8	3	7	8	16	10	10	6	100
Heat/Cold Exposures	0	1	1	0	0	0	0	1	0	0	1	4	8
Hemorrhage from Laceration	17	17	7	14	12	14	18	18	21	23	15	21	197
Industrial Accident	0	0	0	0	0	0	0		0	0	0	0	0
Medical alarms	10	8	13	10	7	11	14	7	6	15	17	22	140
MCI	0	0	0	0	0	0	0		0	0	0	0	0
Ingested Poison	6	2	2	3	3	3	9	5	5	0	0	0	38
Non Emergent requests	6	9	7	10	9	6	7	13	0	0	0	0	67
Overdose	44	37	22	37	33	42	32	50	44	48	40	41	470
Pregnancy/Childbirth	15	6	9	15	10	7	15	14	17	11	11	8	138
Psychiatric Problems	20	31	34	22	22	28	30	21	28	32	28	30	326

Respiratory Arrest	1	0	1	0	0	1	0	1	0	0	0	0	4
"Sick" Person	174	189	216	189	183	192	161	173	138	168	147	183	2113
stab/Gunshot Wound	3	2	4	3	4	2	4	3	4	3	6	3	41
Stroke/CVA	6	10	14	18	14	10	17	15	14	17	19	13	167
Traffic Accidents	45	38	42	33	54	33	54	47	50	49	37	33	515
Palliative care	17	10	4	0	4	4	6	9	13	15	21	16	119
Traumatic Injury	26	26	18	17	24	29	29	24	23	17	16	14	263
Unconscious/unknown cause	53	37	37	40	42	50	42	40	48	53	36	49	527
UNKNOWN	29	22	35	39	29	45	36	36	18	41	0	10	340
"Man DOWN"	13	6	10	11	15	12	7	8	17	0	27	51	177
Sexual Assault	0	0	0	0	0	0	1		0	0	9	0	10
Well Person Ck	1	0	1	1	3	2	2	3	2	2	1	1	19
total	901	772	842	816	874	896	893	873	820	866	838	903	10294

DISPATCH	18-Jan	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	18-Aug	18-Sep	Oct-18	Nov-18	18-Dec
Abdominal Pain	45	19	31	24	25	30	16	42	26	30	28	37
airmedical transport												1
ALLergies	3	4	13	7	5	1	8	4	9	6	6	3
ALTERED MENTAL STATUS		1	6	5	0	11	11	8	8	13	12	14
Animal bites	1	0	0	4	0	0	0	3	4	2	1	0
Assault	21	14	17	30	25	29	23	40	44	40	28	31
Invalid assist	2	0	0	1	2	3	2	5	0		2	3
Pedestrian struck by Auto		0	0	0	0	0	0	0	0	0	0	0
Back Pain	16	12	6	8	13	10	10	11	11	6	9	6
Breathing Problems	113	94	107	102	96	94	104	120	88	108	139	110
Burns	3	0	2	5	4	0	3	1	1	4	2	1
Cardiac Arrest	14	14	13	14	20	11	20	14	17	14	13	25
Chest pain	77	60	72	70	69	51	63	73	77	78	88	80
Choking	4	1	4	6	3	0	5	5	4	3	2	5
CO poisoning	2	0	0	0	4	0	0	1	1	1	3	1
Seizures	37	43	46	45	36	64	45	52	56	57	69	35
Diabetic Issues	18	22	23	21	15	24	27	22	15	28	34	25
Drowning						1	0	0	0	0	0	0
Electrocution	0	0	0	0	0	0	0	0	0	0	0	0
Eye issues	0	0	1	1	0	1	0	0	1	1	1	1
Fainting	0	0	0	0	49	0	0	0	0	0	0	0
Fall Victim	71	68	72	56	73	47	69	63	71	69	56	54
Fever	0	0	0	0		0	0	0	0	0	0	0
Fire	0	0	1	1	2	0	0	0	1	4	3	1
Headache	4	1	2	1	6	2	7	5	4	8	3	4
Heart Problems	9	14	10	14	5	11	9	13	17	8	7	7
Heat/Cold Exposures	3	2	0	0	4	2	0	1	0	0	3	0
Hemorrhage from Laceration	22	15	14	15	21	16	20	12	27	14	19	17
Industrial Accident	0	0	0	0	0	0	0	0	0	0	1	0
Medical alarms	19	21	7	15	22	11	8	5	8	8	19	9
MCI	0	0	0	0	0	0	0	0	0	0	0	0
Ingested Poison	0	0	0	0	0	0	0	0	0	0	0	0
Non Emergent requests	13	0	5	11	12	0	0	5	6	8	0	0

Overdose	48	39	36	28	41	38	52	37	45	31	39	29
Pregnancy/Childbirth	1	7	8	7	8	11	9	10	11	10	20	13
Psychiatric Problems	38	29	24	31	30	31	31	31	25	19	34	30
Respiratory Arrest	0	0	0	0	0		0	0	0	0	0	0
"Sick" Person	192	153	157	179	183	184	205	207	190	139	132	162
Standby	1	1	1	0	0	1	0	0	2	0	0	1
stab/Gunshot Wound	8	3	2	1	3	2	6	4	4	9	14	4
Stroke/CVA	15	14	21	21	13	11	8	10	21	18	15	13
Traffic Accidents	37	30	29	36	33	57	47	38	37	56	42	45
Palliative care	22	19	13	15	16	21	22	28	19	16	27	18
Traumatic Injury	7	12	6	9	14	22	17	13	12	24	16	16
Unconscious/unknown cause	54	57	52	46	0	55	47	37	38	50	48	45
UNKNOWN	37	14	17	30	10	20	15	44	0	8	13	36
"Person DOWN"	0	26	8	0	51	20	22	15	32	24	30	0
Sexual Assault	0	0	0	0	0	0	0	0	0	0	0	0
Well Person Ck	0	1	1	1	1	0	2	2	2	1	0	1
total	957	810	827	860	914	892	933	981	934	915	978	883

DISPATCH	Jan-19	Feb-19	19-Mar	Apr-19	May-19	Jun-19	1-Jul	Aug-19	Sep-19	Oct-19	Nov-19	19-Dec
Abdominal Pain	31	31	36	32	36	30	28	35	34	17	42	53
airmedical transport	1		1					0	0		0	
ALLergies	8	7	6	6	7	9	8	4	4	5	0	8
ALTERED MENTAL STATUS	12	15	9	12	16	12	9	14	8	9	7	4
Animal bites	1	2	2	1	1	5	2	0	1		1	1
Assault	20	29	31	30	40	55	51	29	43	24	32	27
Invalid assist	2	6	2	3	5	4	3	1	2	8	5	5
Pedestrian struck by Auto		0						0	0		1	
Back Pain	9	14	17	12	12	13	13	6	10	12	5	14
Breathing Problems	115	130	127	126	165	118	115	143	146	112	102	71
Burns	2	2	1		2	3	4	2	2	3	0	2
Cardiac Arrest	15	7	11	9	13		13	14	11	13	14	18
Chest pain	77	77	69	76	86	67	72	101	66	69	64	52
Choking	3	2	4	1	1		8	4	6	2	4	2
CO poisoning	2	0	4	5	1		1	1	0	1	0	1
Seizures	49	29	39	67	49	45	51	58	42	58	51	124
Diabetic Issues	22	17	20	25	24	20	27	25	31	21	23	28
Drowning	0	0					1	0	0		0	1
Electrocution	0	0				1		0	0		0	
Eye issues	0	1	1	2		2		1	1	2	0	3
Fainting	0	0						0	0		0	
Fall Victim	76	73	58	65	58	60	69	72	49	75	71	61
Fever	0	0				6		0	0		0	3
Fire	1	2	3	1	3	2		0	0		0	1
Headache	8	6	7	5	5	9	3	4	0	2	3	4
Heart Problems	12	5	5	15	7	12	3	7	14	12	8	11
Heat/Cold Exposures	0	1		2			6	0	0		3	
Hemorrhage from Laceration	16	12	9	15	20	16	25	17	17	15	20	18
Industrial Accident	0	0				1		0	0		0	
Medical alarms	5	19	13	19	21	23	20	27	12	12	9	12
MCI	0	0						0	0		0	
Ingested Poison	0	0						0	0		7	
Non Emergent requests	15	19						3	4		0	

Overdose	49	32	27	31	47	51	34	42	31	36	41	39
Pregnancy/Childbirth	24	4	4	6	13	12	13	4	13	13	12	5
Psychiatric Problems	32	36	32	32	36	56	30	45	47	30	42	43
Respiratory Arrest	0	0						0	0		0	
"Sick" Person	164	123	156	189	164	228	190	182	245	217	217	224
Standby	3	0				1	1	1	0	1	0	
stab/Gunshot Wound	3	4		5	7	10	1	6	8	3	6	3
Stroke/CVA	19	12	16	19	16	17	13	12	17	22	13	14
Traffic Accidents	38	35	35	28	54	86	64	50	49	55	52	33
Palliative care	21	13	26	27	29	31	28	24	43	31	34	31
Traumatic Injury	18	14	9	18	21	17	17	12	11	13	14	15
Unconscious/unknown cause	50	20	51	60	72	52	49	59	45	42	37	44
UNKNOWN	14	0	7	28	25	23	32	30	29	8	21	13
"Person DOWN"	0	0	33	16		11	3	0	0	20	0	
Sexual Assault	0	0						0	0		0	
Well Person Ck	0	1	3	3	2	5	2	1	2		0	1
total	937	800	874	991	1058	1113	1009	1036	1043	963	961	989

[illegible]

Non Emergent requests				11		2				7
Overdose	39	27	32	37	24	32	47	46	47	32
Pregnancy/Childbirth	5	14	7	14	7	7	18	6	2	9
Psychiatric Problems	43	36	24	34	39	24	55	54	51	
Respiratory Arrest										
"Sick" Person	224	185	152	224	175	152	216	224	182	183
Standby									2	
stab/Gunshot Wound	3	5	5	5	4	5	7	4		2
Stroke/CVA	14	22	20	21	17	20	10	27	12	19
Traffic Accidents	33	61	34	41	26	34	44	68	55	45
Palliative care	31	33	36	22	18	36	29	34	36	34
Traumatic Injury	15	13	6	3	13	6	17	12	15	16
Unconscious/unknown cause	44	54	38	42	52	38	56	57	43	65
UNKNOWN	13	9	23	23	9	2	11	8	10	14
"Person DOWN"		23	14		17	14	23	26	23	
Sexual Assault										
Well Person Ck	1	1	2		1	2	1		2	
total	989	1022	884	988	851	870	1046	1044	945	867

20-Oct	Nov-20	20-Dec
25	18	22
4	10	6
9	11	8
2	3	2
25	35	25
5	4	6
9	10	10
96	129	132
1	1	1
16	14	16
62	54	60
9	3	
1	2	
45	39	53
29	25	19
	1	
65	56	60
5	4	3
11	15	12
	1	
17	21	15
12	14	10

	3	
34	34	32
3	7	12
30	24	43
202	167	201
9	2	6
17	11	16
33	31	41
34	34	25
14	12	6
47	40	35
14		18
7	10	5
1	1	1
893	846	901

[illegible]

Ingested Poison									
Non Emergent requests			9		7				
Overdose	29	34	37	33	49	50	35	36	31
Pregnancy/Childbirth	9	4	2	6	7	3	6	10	5
Psychiatric Problems	37	33	36	35	31	36	35	40	31
Respiratory Arrest									
"Sick" Person	165	117	198	212	193	208	231	232	217
Standby					1				1
stab/Gunshot Wound	5	5	5	2	12	4	4		4
Stroke/CVA	20	16	16	13	18	16	14	14	25
Traffic Accidents	21	33	38	35	39	43	38	59	39
Palliative care	29	28	28	31	28	23	30	17	20
Traumatic Injury	11	19+	11	16	17	16	14	18	19
Unconscious/unknown cause	29	34	28	22	48	46	28	38	29
UNKNOWN	9	12	4		1		18		22
"Person DOWN"	16	5	22	13	20	19		27	
Sexual Assault									
Well Person Ck	2	2	2	1	2	3	1	1	1
total	808	704	833	880	930	944	894	935	873

AVERAGE RESPONSE TIMES BY ZIP CODE

	Nov-18	18-Dec	Jan-19	Feb 20-19	19-Mar	Apr-19	May-19	19-Jun
48340	6	5.5	5.5	5.4	5.2	5.3	5.1	5
48341	5	5	5	5	5	4.9	4.9	4.9
48342	5	5	5	4.8	4.9	4.9	4.8	4.8
48343	5	4.8	4.9	4.8	4.9	4.8		
Monthly	5.25	5.07	5.1	5.025	5	4.95	4.93	4.9

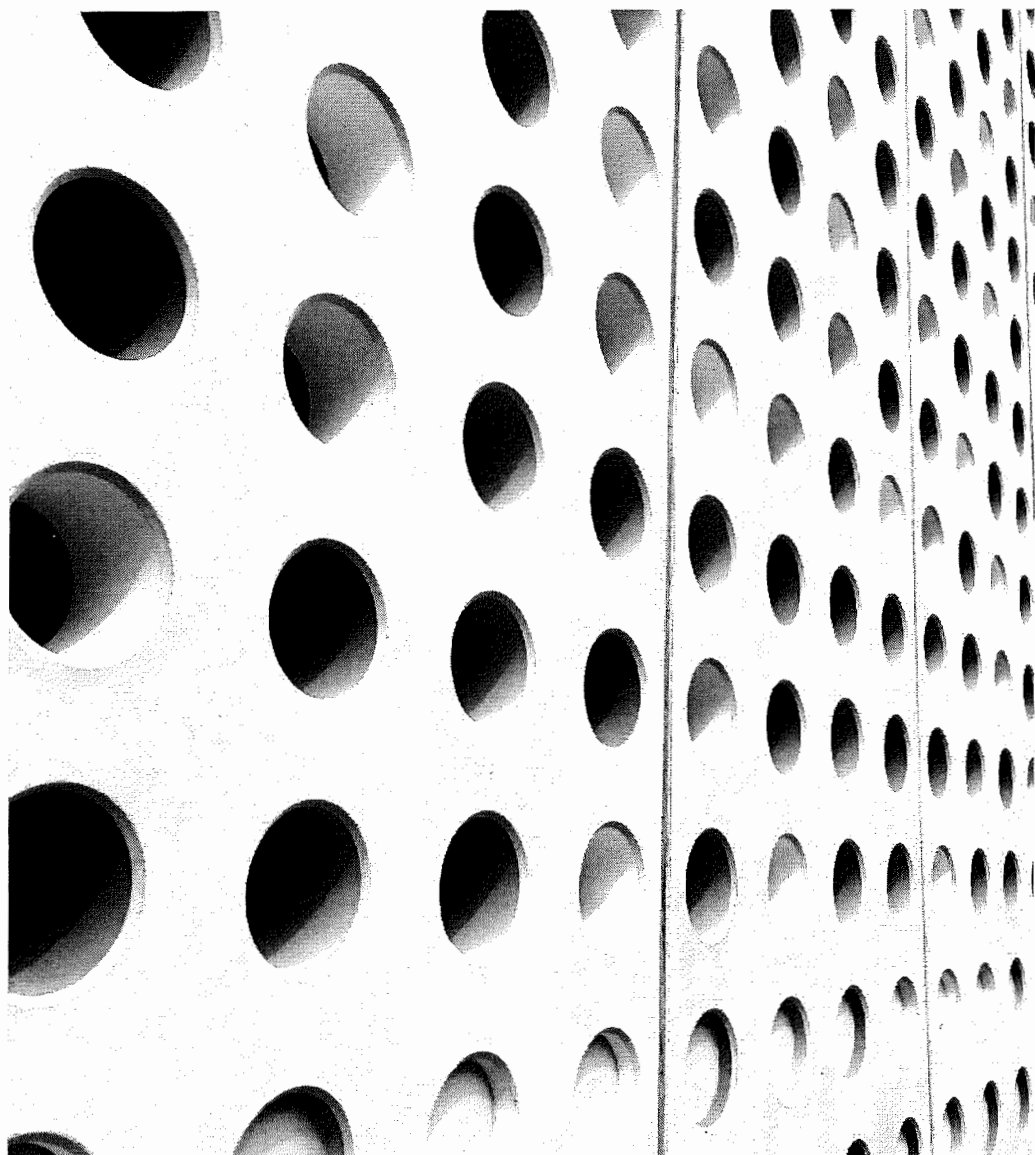
	Jul-19	19-Aug	Sep-19	Oct-19	Nov-19	19-Dec		
48340	4.9	4.8	4.8	4.7	4.9	4.9		
48341	5	5.1	5.2	5.1	5	5.1		
48342	4.8	4.8	4.7	4.8	4.9	4.9		
48343								
Monthly	4.9	4.9	4.9	4.8	4.93	4.96		

	Jan-20	Feb-20	Mar-20	PR 20	20-May	20-Jun	
48340	4.9	5	4.8	4.7	4.6	4.8	
48341	5	5	5.1	5	4.9	4.9	
48342	4.9	4.8	4.8	4.9	4.9	4.75	
Monthly	4.93	4.93	4.9	4.86	4.8	4.78	
	20-Jul	Aug-20	SEPT	Oct	Nov	Dec	
48340	5	5.1	4.9	5	5.1	5.2	
48341	4.8	4.7	4.85	4.9	4.9	4.7	
48342	4.8	4.8	4.8	4.9	4.9	4.8	
Monthly	4.89	4.86	4.85	4.93	4.96	4.9	

	21-Jan	21-Feb	21-Mar	21-Apr	May
48340	5.1	4.9	5	5.2	5.8
48341	4.8	4.8	4.9	4.8	5.3
48342	4.9	4.9	4.9	5	5
Monthly	4.9	4.86	4.9	5	
	June	july	aug	Sept	
48340	5.6	5.3	5.5	5.3	
48341	5.4	5.6	5.7	5.5	
48342	5.3	5.5	5.3	5	
Monthly	5.43	5.4	5.5	5.6	

#3

**SPECIAL
PRESENTATION**



PYREC Summer Pop Ups 2021

PHOTO & ATTENDANCE
HIGHLIGHTS

Pistons' Basketball Camp

We teamed up with BGCSM &
The Detroit Pistons'
Ownership Group to run a
weeklong basketball camp.

Average Daily Attendance: 82





Summer Sports



- Partnered with Sheriff PAL to offer soccer at UWM and T-Ball at Beaudette Park
- Dance at various Pop-up sites and at the Youth Recreation & Enrichment Center
- Golf and Basketball Skills sessions conducted at the Recreation & Enrichment Center

Total Youth Served: 282




Open Streets Park Program

In partnership with the
Pontiac Community
Foundation, the PYREC Team
Conducted programming at
Shirley Willard, Baldwin and
Cherry Lawn Parks over the
duration of the Summer.

Youth Served: 197

Other Programs Attendance

- **Murphy Park Day Camp:** 7-week program Average Daily Attendance: 54
 - **New Birth International Church:** Average Daily Attendance: 12
 - **New Bethel Baptist Church:** Average Daily Attendance 16
 - **Trinity Baptist Church:** Average Daily Attendance: 13
 - **Chess Club:** Average Daily Attendance: 11
 - **Game Truck:** Youth Served: 122
- 

Total Program Numbers + 45 Program Days:

YOUTH SERVED:1,846

Pros:

- We reached a variety of youth throughout portions of the city
- We were visible in the community which assisted with our marketing efforts
- Facilitated programming for youth who may otherwise lacked transportation

Cons:

- Staff was stretched thin at times
- Staff used their personal vehicles and had to transport equipment to various sites
- Difficult to conduct specialty programming without a centralized location

PYREC Fall Programs 2021



Enrichment

Programs

- Arts & Crafts
- Computer Coding
- Music
- Homework Help/Tutoring
- Dance
- Girls Scouts

Youth Sports

Basketball Skills Session

Open Gym Activities

YMCA Sports Sampling

Young Adult Pick-up Basketball

Pontiac Panthers Cheer Program

Elementary School Girls Basketball League

Fall

2021 CALENDAR

Youth Recreation & Enrichment Center

Programming for all school age youth



Girls Scouts

Girl Scouts prepares girls to empower themselves and promotes compassion, courage, confidence, character, leadership, entrepreneurship, and active citizenship through activities involving community service, learning first aid, and earning badges by acquiring practical skills.

Age(s): 6-10
Session 1: Th 4:30-5:15pm

Age(s): 11-13
Session 2: Th 5:00-6:15pm

8 weeks Oct 11 - Dec 2

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Art Exploration (Drop-in class)

Youth will try different styles and new techniques that will help bring out their inner artist. Students will participate in a variety of art activities that encourage curiosity, discovery, and self-expression.



Dance Workshops

Students will learn structured dances and exercises to create a unique way to interpret different genres of dance those workshops are designed to broaden a dancer's repertoire and cultivate their own sense of style and movement.

Age(s): 6-15
M-F 4:00-5:00pm

10 weeks Oct 11 - Dec 17

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Hip Hop Elements

Introduction to the vocabulary, style, and self-expression of hip-hop movement. This high energy class is taught to students with a passion to move!

Age(s): 8-14
Session 1: M & W 5:00-6:00pm

Session 2: M & W 6:15-7:00pm

8 weeks Oct 11 - Dec 2

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Hip Hop Elements II

This class provides a structured method of learning in various Hip-Hop dance elements. The sessions offer assorted sets of original steps and combinations.

Age(s): 10-16
Session 1: T & Th 5:00-6:00pm

Session 2: T & Th 6:15-7:00pm

8 weeks Oct 11 - Dec 2

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341



Beginning Band: Music Exploration

Youth will learn the basics of playing wind, string, and percussion instruments. They will be exposed to different types of musical instruments and learn the basics of reading music.

Age(s): 8-16
M & W 5:00-6:00pm

8 weeks Oct 11 - Dec 3

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Tutor/Homework Help

Student in grades K-8 all can drop in and work on their homework independently or with the help of program staff. The center is equipped with computers, printers, reference books, and school supplies for student use.

Grade(s): K-8
M-F 4:00-7:00pm

8 weeks Oct 11 - Dec 3

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341



Computer Coding for Kids

Youth will have a blast creating video games, animated stories and bringing their imaginations to life while learning basic concepts of coding and computer terminology.

Grade(s): K-9
T 5:00-6:00pm

8 weeks Oct 12 - Nov 30

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341



**Sunday
October 24th
3:00-7:00pm**

**Location:
UWM Sports Complex,
867 South Blvd E.
Pontiac 48341**

**Free admission
Prizes
Entertainment
3 point Shoot Out
Slam Dunk Contest
Music & More**

YMCA: Port Sports

The Y Port Sports Positive Play Initiative program provides free play and organized youth sports sampling. Healthy snacks and resources for families are provided.

Age(s): 5-15
F 4:00-5:30pm

8 weeks Sep 21 - Nov 18

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341



Young Adult Pick-Up Basketball

Come out and play a pick-up game of basketball with your peers. Refine your skills, get in shape, and Hoop it Up!

Age(s): 18-20
T 12:00-2:00pm

8 weeks Oct 12 - Dec 14

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341



Pontiac Panthers Youth Cheer Program

Learn the fundamentals of cheerleading. Youth will have fun and build self-confidence while learning different chants, cheers, and formations.

Age(s): 6-14
T & Th 5:30-7:30pm

8 weeks Sep 21 - Nov 18

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Girls Elementary School Basketball League

Play for your school! 4 & 5 grade girls Leagues is designed to introduce young players to the sport while enhancing and fine-tuning the skills of more experienced players. Teams will practice twice a week and compete on Friday evenings.

Grade(s): 4-5
F 5:00-6:00pm

8 weeks Oct 12 - Nov 30

Location: UWM Sports Complex,
867 South Blvd E. Pontiac 48341



Basketball - Skills & Drills

This clinic will teach the skills needed to be a better athlete, both on and off the court. Your child will learn the fundamentals and strategies of the game while developing the basic skills needed to play in a league format.

Age(s): 6-11
M & W 4:30-5:30pm

8 weeks Oct 12 - Nov 30

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Open Gym

Youth will participate in a variety of sports and gym activities under the guidance of an instructor.

Age(s): 6-11
T & Th 4:00-5:30pm

8 weeks Oct 12 - Nov 30

Location: PYREC ENRICHMENT CENTER
825 Golf Dr. Pontiac, 48341

Contact Pontiac Youth Recreation & Enrichment to register: youthcenter@pontiac.mi.us or 248-758-3400

Program Partners



#4, #5, #6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Cable Office

TO: Honorable Council President, and City Council Members

FROM: Honorable Mayor Deirdre Waterman
Phil Brown, Cable Director

DATE: October 13, 2021

RE: Options for returning to City Hall Council Chambers

Cable Division produces two channels: Government & Public Access

The City of Pontiac's current cable system is over 20 years old. As such, the existing hardware and software are outdated and unable to be updated.

Currently Council meetings are at the Bowen Center, during cable subcommittee options were asked how to return to the City Hall council chambers as soon as possible. What is submitted is three options to return to the council chambers.

- **Option 1 - \$26,141.18**
 - Public seating -50 vinyl chairs
 - Partitions
 - Change Analog to Fiber **(plus additional cost for equipment-encoders and decoders -waiting for estimate)*
- **Option 2 - \$67,321.18**
 - Option 1
 - Purchase desks for council
 - Purchase Display and Microphone system
- **Option 3 \$212,321.18**
 - Both options 1 & 2
 - Complete re-build cable system infrastructure and Complete HED redesign plan

Cable Office recommends...

1. Install new fiber to increase connectivity (cable tv infrastructure)
2. Replace public seating
3. Purchase large displays: one in chamber and one in lobby
4. Clean flooring;

WHEREAS, the council meetings are taking place at the Bowen Center and want to return to City Hall Council Chambers; and

WHEREAS, options are available to bring the council meetings back to the City Hall Council Chambers

WHEREAS, this will benefit the residents of the City of Pontiac

NOW, THEREFORE, BE IT RESOLVED, that the City Council to use their options to bring the meetings back to City Hall, and authorizes the Mayor to execute contracts for these transactions.

Option 1	Option 2	Option 3
<ul style="list-style-type: none"> • Strip and Clean Floors • New Chairs - Public seating- 50 seats • New Partitions -plexiglass • Change Analog toFiber 	<ul style="list-style-type: none"> • Strip and Clean Floors • New Chairs - Public seating-50 seats • New Partitions - plexiglass • Remove Council Seating • Purchase 12 Desks - Council • Purchase Microphone System • Change System Analog toFiber • Purchase 65" Display for Lobby 	<ul style="list-style-type: none"> • Strip and Clean Floors • New Chairs - Public seating • New Partitions - plexiglass • Remove Council Seating • Purchase 12 Desks - Council • Purchase Microphone System • Change System Analog to Fiber • Purchase 65" Display for Lobby • Complete Cable Systeminfrastructure • Complete HED Redesign Plan

PONTIAC CITY COUNCIL CHAMBERS - ESTIMATE OPTIONS

Option Estimates

Option 1 \$26,141.18	Option 2 \$67,321.18	Option 3 \$212,321.18
-----------------------------	-----------------------------	------------------------------

Please Note:

These are the projected options to date 9/22/21 with the exception of the HED Redesign plan.

The estimate options are not actual costs but to +/- variance of cost.

The Analog to Fiber estimate has change:

- Old estimate Date: 4-9-19 \$20,000
- New estimate Date: 10-8-21 \$22,281.18

This changed the 3 options \$2,281.18 more than was stated on each option.

Pontiac PEG - Invoice

Dulin, Shannon <Shannon_Dulin@comcast.com>

Fri 10/8/2021 3:02 PM

To: Phil Brown <PBrown@pontiac.mi.us>;

📎 1 attachment

Pontiac PEG Invoice 10-8-21.pdf;

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 Phil,

The construction team provided an updated invoice with current pricing for labor and materials to complete the PEG build. Please find attached. The updated cost is \$22,281.18. Once payment is received, pre-construction work will begin which involves the design and permitting process. Once this process is complete, actual construction will begin (typically 6-8 weeks after payment is received).

Please note, this invoice does not include equipment, which would be purchased separately through a separate vendor. I will follow up shortly to provide contact information for a recommended vendor(s).

Please let me know if you have any questions. Thank you!

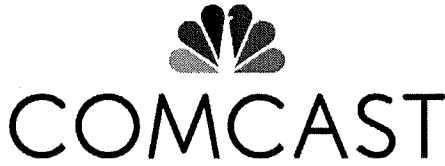
Regards,



Shannon E. Dulin
Manager, Government & Regulatory Affairs
Comcast Heartland Region
Cell: 734-564-9255



Proud Member of Heartland Region
Diversity, Equity & Inclusion Committee



Comcast Cable
25626 Telegraph Rd.
Southfield, MI 48033

INVOICE

Customer

Name City of Pontiac - Pontiac TV
Address 47450 Woodward Ave
City Pontiac State MI ZIP 48342
Phone 248-758-3000

Date 10/8/2021
Order No. _____
Rep Rob Russell
FOB MI

Qty	Description	Unit Price	TOTAL
1	Project Design, Pole Permitting & Labor	\$16,199.33	\$16,199.33
1	Project Materials	\$4,081.85	\$4,081.85
1	City of Pontiac Estimated ROW Permit Fee	\$2,000.00	\$2,000.00
Quote expires 120 days after date listed above			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$22,281.18
Shipping & Handling	
Sales tax	
TOTAL	\$22,281.18

Office Use Only

Please remit payment to 25626 Telegraph Rd., Southfield MI, 48033 Attn:
Construction Dept. - Robert Russell



13000 inkster road - redford, mi 48239
 p 313.255.4100 - f 313.255.4103

ESTIMATE

DATE	ESTIMATE #
8/26/2021	2238

NAME / ADDRESS
City of Pontiac Telecommunications 47450 Woodward Avenue Pontiac, MI 48342 Attn: Phillip Brown, Director of Comm

Ship To
City Council - City of Pontiac 47450 Woodward Avenue City Hall 2nd Floor Pontiac, MI 48342 Phillip Brown 248-812-8681

TERMS	EXP DATE	REP	PROJECT #
Net 30	9/25/2021	JAM	

DESCRIPTION	QTY	Each	TOTAL
Estimate for PROFESSIONAL Portable Wireless Conference System to use in Recreation Center for City Council Meetings			
Shure Wireless Conference Unit (Includes SB930 Rechargeable Batteries) 11 HOURS CONTINUOUS SERVICE	12	1,248.75	14,985.00
Cardioid Gooseneck Microphone (16 in/40 cm) with Flexible Bottom Section, Bi-color LED, 10-pin Connector, and Foam Windscreen, for MXC, MXCW Conference Units, Black	12	181.25	2,175.00
SHURE Microflex Complete Wireless Access Point - PoE - Up to 125 Conf Units	1	3,125.00	3,125.00
SHURE 10 Bay Battery Charger	1	937.50	937.50
SHURE DANTE AUDIO CONFERENCING PROCESSOR WITH INTELLIMIX AEC, 10-INPUT/4-OUTPUT	1	1,248.75	1,248.75
QSC K10.2 Powered Speakers with speaker stands and cables	2	787.50	1,575.00
Setup, Configuration, and Installation Labor	1	552.00	552.00
SKB Series Waterproof Case with cubed foam to provide storage for the systems components	1	612.60	612.60
Shipping / Freight	1	270.00	270.00

Subtotal	\$25,480.85
Sales Tax (0.00)	\$0.00
Total	\$25,480.85

Sign and Date to Proceed _____

Shure Wireless Conference System
12 WIRELESS Tabletop Units, mic and speaker combined



design

sound

sales

video

installation

intercom

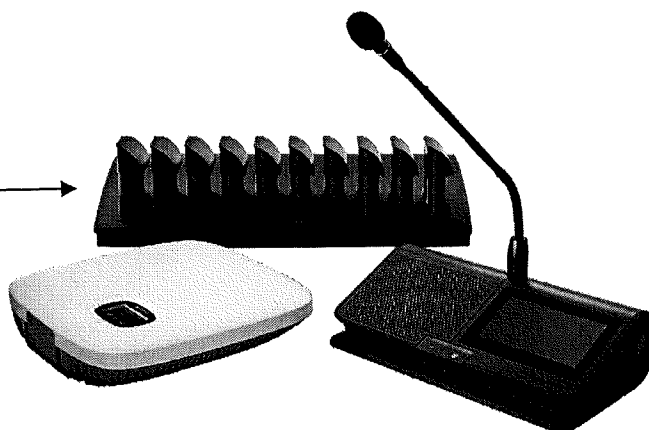
service

acoustics

rentals

Battery Charging Station

Digital Audio Processor



All ▾ vinyl stackable chair



Add team members

Deliver to phil
Pontiac 48340

Departments

Buy Again

Add People

EN

Hello, phil
Account for Wrapped Pro...

Lists

Try
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Amazon Home

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Furniture

Kitchen & Dining

Bed & Bath

Garden & Outdoor

Home Improvement

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Your medication, at your doorstep

Learn more >



< Back to results



Roll over image to zoom in



EMMA + OLIVER Trapezoidal Back Banquet Chair, Black Vinyl/Black Frame

Visit the EMMA + OLIVER Store
16 ratings

Price: \$49.99

Thank you for being a Business Prime Member. Get \$200 off: Pay \$0.00 ~~\$49.99~~ upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.

Color: Black Vinyl/Black Frame



\$49.99



\$49.99



\$49.99



\$49.99

Room Type Office, Kitchen, Dining Room**Color** Black Vinyl/Black Frame**Form** Upholstered**Factor****Material** Foam, Metal, Oriented Strand Board, Plastic, Vinyl**Back Style** Solid Back

\$49.99

FREE delivery: Sep 22 - 27

Deliver to Wrapped - Pontiac
48340

In Stock.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by First
Choice Home.

Add a Protection Plan:

- ☐ 5-Year Furniture Protection for \$8.35
- ☐ 3-Year Furniture Protection for \$5.05

1-Click ordering is not available for
this item.

Add to List

Share

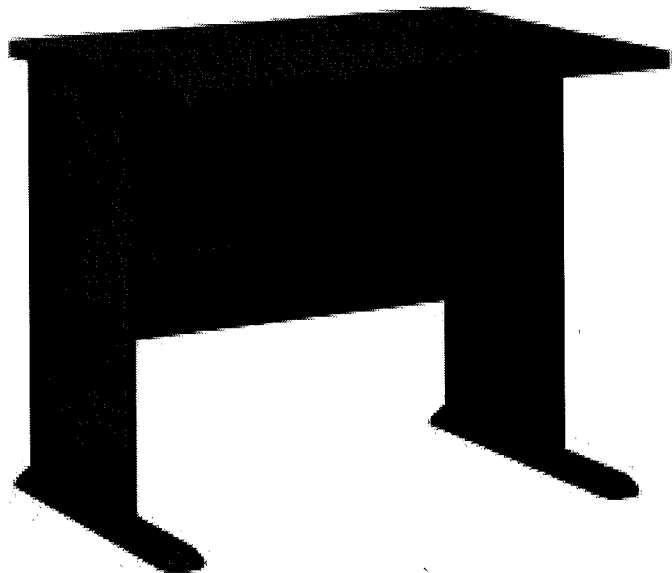
Have one to sell?

Sell on Amazon

About this item

- Maximize the seating space in your hospitality facility, conference room or create a different look for your home with these durable, multi-purpose banquet chairs. Stackable for easy storage, these upholstered stack chairs are your ideal seating solution.
- Commercial grade stacking chair with upholstered back and seat, shipped fully assembled and ready for use
- Stacks up to 10 chairs high, bumper guards protect black powder coated finish, 16 gauge steel frame holds up to 500 lb. weight capacity
- Traditional style stacking event chair for rental business, banquet hall, restaurant, conference room or dining room
- PRODUCT MEASUREMENTS: Overall Size: 17.5"W x 20.25"D x 34"H; Seat Size: 15.5"W x 15.75"D x 18"H; Back Size: 14.5"W x 15.5"H

Report incorrect product information.

Office DEPOT
OfficeMax**FIND YOUR STORE****Bush Business Furniture Office Advantage Desk 36"W, Hansen Cherry/Galaxy, Standard Delivery**
Item # 286297

~~\$233.99~~ each (Reg)
\$217.19 Sale (Save \$16)

Recommendations for you

Complete your purchase

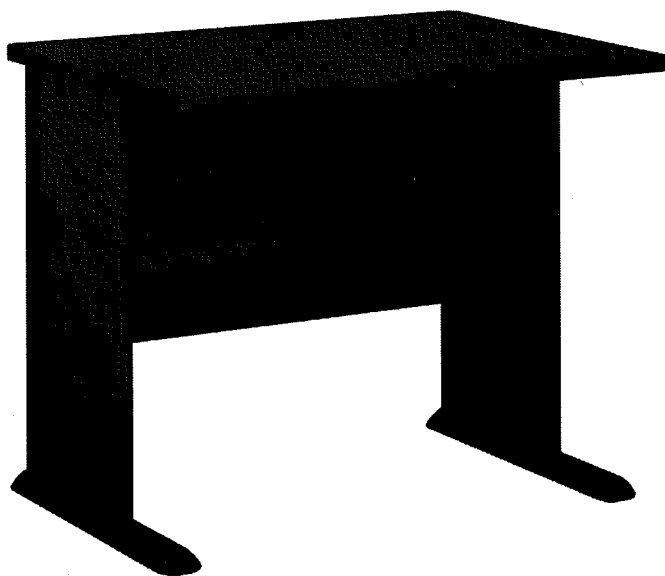


Bush Business Furniture
Office Advantage...
\$285.11

Free delivery

Estimated delivery date provided at checkout

Save \$50 on your purchase of \$150 or more
with the Office Depot OfficeMax Business Card.
[Learn More](#)



Office DEPOT
OfficeMax

FIND YOUR STORE

Flash Furniture HERCULES Series Stacking Banquet Chairs, Black, Set Of 4 Chairs Item # 3299448

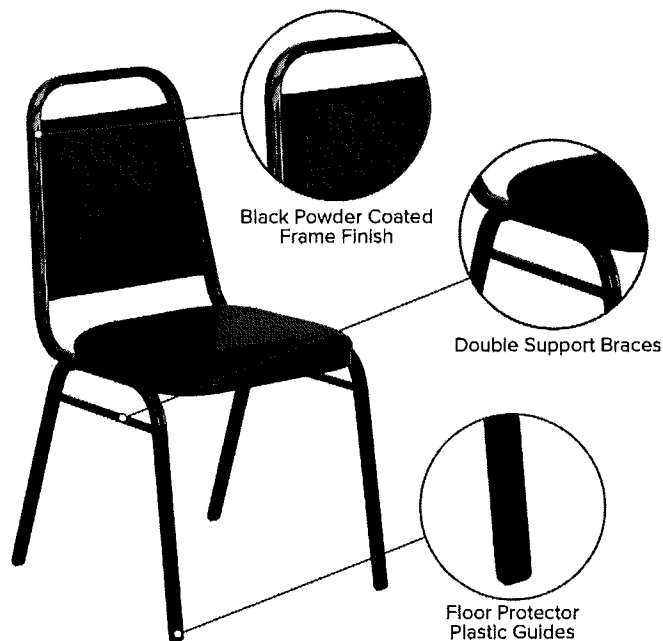


~~\$259.99~~ pack (Reg)

\$136.09 Sale (Save \$123)

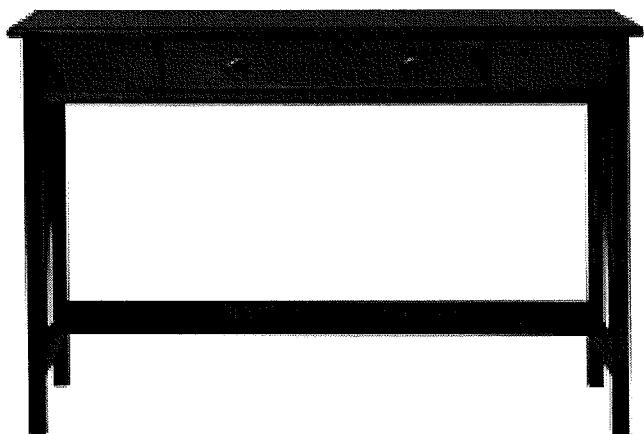
Free delivery

Estimated delivery 4-7 business days



Office DEPOT
OfficeMax

FIND YOUR STORE

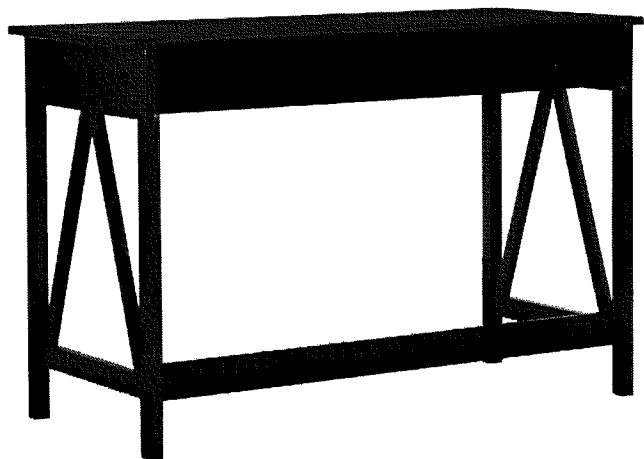
Linon Home Decor Products Rockport Home Office Desk, Antique Tobacco Item # 824894

~~\$209.99~~ each (Reg)
\$173.39 Sale (Save \$30)

Free delivery

Estimated delivery 3-7 business days

Save \$50 on your purchase of \$150 or more
with the Office Depot OfficeMax Business Card.
[Learn More](#)



All ▾ 10 vinyl stackable chair

Deliver to phil
Pontiac 48340

Departments

Buy Again Add People

EN

Hello, phil
Account for Wrapped Pro...Lists Try
Business Prime

0

Amazon Home

Shop by Room

Discover

Shop by Style

Home Décor

Furniture

Kitchen & Dining

Bed & Bath

Garden & Outdoor

Home Improvement



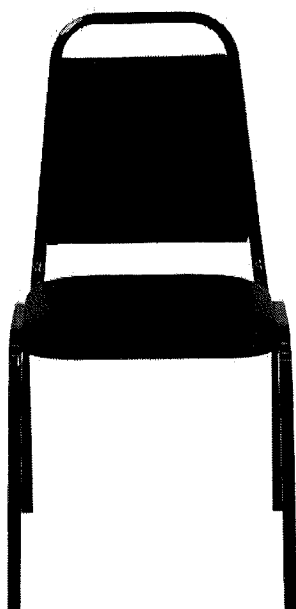
Subscribe & Save

Up to 15% off auto-deliveries

Shop now ▸



◀ Back to results



Click image to open expanded view



10 Pack Trapezoidal Back Stacking Banquet Chair in Black Vinyl with Black Frame

Brand: Belnick

3 ratings

Price: \$660.00

Thank you for being a Business Prime Member. Get **\$200 off: Pay \$460.00** ~~\$660.00~~ upon approval for the Amazon Business Prime Card with an eligible Prime membership. Terms apply.

Room Kitchen, Dining Room
Type

Color Black

Form Upholstered

Factor

Material Vinyl, Plastic

Furniture Plastic
Finish

About this item

- This commercial grade banquet chair with trapezoidal back design fits well in formal and casual settings from wedding ceremonies to corporate meetings and awards banquets. This durable Banquet Chair is an excellent option for churches, banquet halls, training rooms, hotels, convention centers and schools. Add banquet chairs to your home dining table to add a contrasting look to your dining room or kitchen.
- Designed for Commercial Use; Suitable for Home Use
- 500 lb. Weight Capacity / Stack Quantity: 10
- Multipurpose Banquet Chair / Ships Fully Assembled
- Upholstered Back and Seat / Floor Protector Plastic Glides

New (2) from \$660.00 & **FREE Shipping**

Report incorrect product information.

\$660.00

FREE delivery: Sep 28 - Oct 4

Deliver to Wrapped - Pontiac
48340

In Stock.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by Dinazah LLC.

Add a Protection Plan:

- ☐ 5-Year Furniture Protection for \$353.31
- ☐ 3-Year Furniture Protection for \$276.27

1-Click ordering is not available for this item.

Add to List

New (2) from
\$660.00 & **FREE Shipping**

Share

Have one to sell?

Sell on Amazon

Buy it with

Total price: \$722.98

Add both to Cart

Proposition 65

Sponsored Products

Description

The eye-catching Rockport Desk provides you with ample work and display space.

- A single, wide drawer provides ample hidden storage space for small items.
- A neutral, classic antique tobacco finish allows this piece to easily complement your homes decor.
- Coordinates with other items in the Rockport Collection (sold separately).
- Approx. weight 31 lb.
- Weight capacity 80 lb. (top), 10 lb. (drawer)

Product Details

Item #	824894
Manufacturer #	86154ATOB-01-KD-U
color	Antique Tobacco
depth	20 in.
Finish	Dark Finish
height	30-1/8 in.
number of drawers	1 drawers
width	45-15/16 in.
assembly	Assembly Required
cord management	No
delivery method	Standard
Keyboard Tray	No
primary material	Medium-Density Fiberboard (MDF)
meets/exceeds ANSI/BIFMA standards	No
raised monitor shelf	No
style name	Rockport Desk
Warranty	1-Year Limited
Desk Style	Straight
furniture style	Farmhouse/Country
quantity	1
brand name	Linon
dimensions	30-1/8 in. X 45-15/16 in. X 20 in.
manufacturer	CALIFONE INTERNATIONAL, INC.
material family	Processed Wood
Product Type	Writing Desk
Show More ▾	

Customer Reviews



Linon Home Decor Products Rockport Home Office Desk, Antique Tobacco

★★★★★ (7)

Qty

Add to Cart

Office DEPOT
OfficeMax

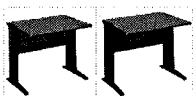
FIND YOUR STORE

Safco® Reversible-Top Computer Desk, Mahogany/Medium Oak Item # 653928



~~\$308.99~~ each (Reg)
\$265.19 Sale (Save \$43)
Free delivery
Estimated delivery 3-7 business days

Save \$50 on your purchase of \$150 or more
with the Office Depot OfficeMax Business Card.
[Learn More](#)



#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Mayor Deirdre Waterman

DATE: October 19, 2021

RE: Memorandum Requesting the Demolition Contract for International Construction, Inc. Be Voted on and Approved to Complete CDBG Batch 17 Construction and Demolition Project for Program Year 2020.

Upon review of proposal submitted in response to a Request for Proposal for both Asbestos and Demolition contractors to perform required work for CDBG Batch 17, Construction and Demolition of thirteen (13) properties; two contractors were selected, one for each component of work (Asbestos remediation and Demolition.

The selection process was based upon qualified contractors who submitted the lowest bid. Rightway Remediation, LLC submitted the lowest proposal for \$93,300. A resolution was presented to City Council to approve their contract and the resolution was approved.

As of October 19th, the resolution to approve the Demo contract for International Construction, Inc. for \$175,000 has not been voted on by City Council. By not approving both contracts significantly impacts the blight demolition of Batch 17 and its completion. Please consider the following issues as related to use and disbursement of federal CDBG funds:

1. International Construction, Inc. is a COP contractor in good standing since 2013.
2. They have done the work previously for the COP completing CDBG Batches 14 and 15 and also completing Batch 13 which was awarded to another contractor. They successfully completed the work on time and on budget in all cases.
3. If the demo construction is not completed within a short time after the asbestos remediation is completed, remediation could be required again at the expense of the COP. Both processes are time sensitive, thus the reason the RFP's for both at the same time.
4. Demolition of Batch 17 should be completed before cold and snow occur.
5. CDBG funds are required to be spent within two years and we are approaching year two.

WHEREAS, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and;

WHEREAS, Clearance and Demolition is one of the programs for Program Years 2018 and 2019; with a combined balance of approximately \$781,099.87 in remaining funds, available for Batch 17 properties; and;

WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and

WHEREAS, International Construction was the lowest of four (4) proposals submitted, for \$175,000 for the properties; and

NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.

Attachments:

- (1) Request for Proposal*
- (2) Bid Proposal Results*
- (3) International Construction Bid Proposal*
- (4) Recommendation Letter from DCR Services and Construction, Inc.*



REQUEST TO SUBMIT BIDS FOR CDBG DEMOLITION (Batch 17) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "**CDBG Demolition Bid Batch 17**" " **until 3:00 p.m. EDT, Thursday, August 26, 2021**, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. **(NOTE: Electronic or faxed submissions will not be accepted)**

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response to lphillips@pontiac.mi.us the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Linnette Phillips and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3029 or emailed to lphillips@pontiac.mi.us. A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

<http://www.pontiac.mi.us/departments/finance/purchasing.php>.

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Home Demolition, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: THURSDAY, AUGUST 26, 2021 AT 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

- a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

- a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.
- b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.
- c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. **The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.**
- g. **Section 106 National Historic Preservation act of 1966 as amended:** If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Community & Economic Development Director, Linnette Phillips, contacted at 248-758-3029. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Community & Economic Development Director, Linnette Phillips at lphillips@pontiac.mi.us, so we can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty days (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.

3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 17" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (if applicable),

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "CDBG Demolition Bid Batch 17" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Linnette Phillips at (248) 758-3029. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (**NOTE: Electronic or faxed submissions will not be accepted**) with "Home Demolition Bid Batch 16" clearly marked on the front to **Thursday, August 26, 2021 at 3:00 P.M. EDT** to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. **Bid bond to be included with bid.**

NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)

b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A **payment bond (labor & material bond)** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

APPENDIX A

City of Pontiac CDBG -Demolition Program

> CDBG Demolition Bid Batch 17 <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

License#: _____

Contractor will provide all labor & material for the following service work: The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

Asbestos Surveys Batch 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crqg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

Bid Price per Residential Property:

64-14-21-352-043

529 N Perry \$ _____

Cost in Words for 529 N Perry _____

64-14-21-352-042

Lot N Perry \$ _____

Cost in Words for Lot N Perry _____

64-19-04-102-001

195 S Blvd W \$ _____

Cost in Words for 195 S Blvd W _____

64-14-28-436-019

497 E Pike (Garage Only) \$ _____

Cost in Words 497 E Pike _____

64-14-30-477-010

68 Mark \$ _____

Cost in Words for 68 Mark _____

64-19-04-151-006

567 Franklin \$ _____

Cost in Words for 567 Franklin _____

64-14-21-254-007

554 E Kennett \$ _____

Cost in Words for 554 E Kennett _____

64-14-21-331-016

124 Oliver \$ _____

Cost in Words for 124 Oliver _____

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University \$ _____

Cost in Words for 778 University _____

64-14-33-102-013

129 Judson \$ _____

Cost in Words for 129 Judson _____

64-19-04-134-016

200 Cedardale \$ _____

Cost in Words for 200 Cedardale _____

64-14-20-452-011

79 Home \$ _____

Cost in Words for 79 Home _____

64-14-28-459-035

415 Auburn \$ _____

Cost in Words for 415 Auburn _____

64-14-28-331-010

104 N Jessie \$ _____

Cost in Words for 104 N Jessie _____

64-14-28-303-001

104 Union \$ _____

Cost in Words for 104 Union _____

Grand Total \$ _____

Grant Total Cost in Words _____

The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:

Representative Signature:

Date:

Print Name:

Site Specifications: DCR Batch 17

Batch	Parcel ID	Address	Street Name	Type	Sq. Ft.	Year Built	Stories	Basement Sq. Ft.	Garage Sq. Ft.
17	14-21-352-043	529	N Perry	Comm.	631	1920	1		
17	14-21-352-042	Lot	N Perry	Comm.	Lot		1		
17	19-04-102-001	195	South Blvd W	Comm.	3982	1910	1		
17	14-28-436-019	497	E Pike	Garage		1956			360
17	14-30-477-010	68	Mark	SFR	1588	1931	2	890	333
17	19-04-151-006	567	Franklin	Duplex	2354	1956	1		
17	14-21-254-007	554	E Kennett	SFR	763	1920	1	763	293
17	14-21-331-016	124	Oliver	SFR	1032	1920	2	543	360
17	14-22-351-011	778/782	University	Duplex	1198	1942	1	1198	
	14-22-351-011	786/790	University	Duplex	1198	1942	1	1198	
17	14-33-102-013	129	E Judson	SFR	1502	1910	2	720	
17	19-04-134-016	200	Cedardale	SFR	928	1929	1	754	373
17	14-20-452-011	79	Home	SFR	892	1910	1.75	510	260
17	14-28-459-035	415	Auburn	Comm.	4178	1921	1		
17	14-28-331-010	104	N Jessie	Comm.	1416	1940	1		
17	14-28-303-001	104	Union	Comm.	3968	1920			

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____ Date: _____

Office # _____ Cell # _____

FAX # _____ Email _____

Website: _____ Federal Tax I.D. #: _____

APPENDIX B

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

**APPENDIX C
CONFLICT OF INTEREST STATEMENT**

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date: _____

Signature: _____

Printed name: _____

APPENDIX D INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- 1) **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.
- 5) **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342'
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

- 7) **Expiration of Policies:** If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified by: _____

Its; _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.

The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]



2200 Hunt Street, Suite 487
Detroit, MI 48207
www.dcr-services.com
(313) 297-6544

September 3, 2021

Ms. Linnette Phillips
Director, Economic and Community Development
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: BATCH 17 DEMOLITION CONTRACTOR RECOMMENDATION

Dear Linnette:

I have reviewed the bid submission for demolition proposals for the Demolition Contract Comprising **Batch 17**.

International Construction Inc., is the low bidder and I have investigated their past performance references, and conducted due-diligence of each bid. Based on my information, I recommend award of the contract to International Construction, Inc.

TOTAL AWARD

\$175,000.00

If you have any questions or require any clarification, please contact me.

Best Regards and Stay Safe,
DCR SERVICES & CONSTRUCTION, INC.

Dwight E. Belyue, CEO

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 17- DEMOLITION BID SUMMARY

# OF HOMES	ADDRESS	International	The Adams Group	Vin Con Inc	Blue Starr	Comments
1	529 N Perry	\$5,530.00	\$19,050.00	\$6,580.00	\$11,957.00	
2	529 N Perry-Back Lot	\$3,700.00	\$10,125.00	\$1,960.00	\$6,710.00	
3	195 South Blvd W	\$25,417.00	\$35,010.00	\$31,059.00	\$37,993.00	
4	497 E Pike	\$1,200.00	\$5,250.00	\$2,800.00	\$11,231.00	
5	68 Mark	\$11,931.00	\$23,485.00	\$14,560.00	\$20,967.00	
6	567 Franklin	\$15,871.00	\$22,995.00	\$17,655.00	\$21,674.00	No Survey
7	554 E. Kennett	\$6,781.00	\$14,555.00	\$6,040.00	\$15,428.00	No Survey
8	124 Oliver	\$8,592.00	\$11,560.00	\$11,640.00	\$17,117.00	
9	778 University (4)	\$17,540.00	\$40,680.00	\$17,790.00	\$28,191.00	
10	129 Judson	\$10,643.00	\$17,780.00	\$11,782.00	\$18,129.00	No Survey
11	200 Cedardale	\$8,053.00	\$16,440.00	\$7,960.00	\$15,950.00	
12	79 Home	\$7,536.00	\$13,300.00	\$8,490.00	\$17,560.00	
13	415 Auburn	\$19,061.00	\$42,055.00	\$27,130.00	\$30,456.00	
14	104 N Jessie	\$7,460.00	\$11,280.00	\$11,800.00	\$19,163.00	
15	104 Union	\$25,685.00	\$77,380.00	\$28,420.00	\$53,956.00	
Total		\$175,000.00	\$360,945.00	\$205,666.00	\$326,482.00	

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: October 19, 2021

RE: MDOT Tunnel Inspection Agreement (Contract No. 20-5577)

The Federal Highway Administration (FHWA) requires that all highway tunnels on public roads be inspected at specified intervals for safety concerns. In Michigan, eleven such tunnels exist statewide, including the tunnel on Orchard Lake Rd under the Phoenix Center. This tunnel is under the jurisdiction of the City of Pontiac, therefore the City is responsible for regular safety inspections of the tunnel.

The Michigan Department of Transportation (MDOT) has introduced an initiative to provide inspection services for all eleven tunnels statewide through qualified engineering consultants contracted by MDOT. The City of Pontiac's Department of Public Works has received the attached agreement for MDOT to provide inspection services for the Phoenix Center tunnel on Orchard Lake Rd.

There is no cost to the City for the inspection services provided through MDOT. If the City were to forego this agreement, it would have to bear the cost and responsibility for inspections and reporting to the FHWA.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT agreement for inspection services for the Phoenix Center tunnel on Orchard Lake Rd:

WHEREAS, The City of Pontiac has received the tunnel inspection agreement from the Michigan Department of Transportation (MDOT), and;

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

WHEREAS, There is no cost to the City for the services provided by this agreement,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the MDOT tunnel inspection agreement for inspection of the Phoenix Center tunnel on Orchard Lake Rd.

AHS

attachments

SPECIAL TRUNKLINE
TUNNEL INSPECTION

DA
Control Section 63000
Contract 20-5577

I. PURPOSE

This Contract is entered into by the Michigan Department of Transportation (MDOT) and the City of Pontiac, a Michigan municipal corporation, to develop a program to inventory, inspect, and evaluate the City of Pontiac highway tunnels located on all public roads in accordance to Title 23, Code of Federal Regulations, part 650, subpart E – Titled, National Tunnel Inspection Standards (NTIS).

II. BACKGROUND

23 USC 144(h) requires the Secretary of Transportation to "establish and maintain inspection standards for the proper inspection and evaluation of all highway bridges and tunnels for safety and serviceability." Regulations adopted by the Secretary, 23 CFR 650.507(a), require:

Each State DOT shall inspect, or cause to be inspected, all highway tunnels located on public roads, on and off Federal-aid highways, that are fully or partially located within the State's boundaries, except for tunnels that are owned by Federal agencies or tribal governments.

23 CFR 650.505 defines a "public road" by reference to the definition at 23 USC 101(a)(22). 23 USC 101(a)(22) defines "public road" as:

[A]ny road or street under the jurisdiction of and maintained by a public authority and open to public travel.

23 USC 101(a)(21) defines a "public authority" as:

IS]tate, county, town, or township, Indian tribe, municipal or other local government or instrumentality with authority to finance, build, operate or maintain toll or toll-free facilities.

23 CFR 650.505 defines a "tunnel" by reference to the definition as:

The term "tunnel" means an enclosed roadway for motor vehicle traffic with vehicle access limited to portals, regardless of type of structure or method of construction, that requires, based on the owner's determination, special design considerations that may include lighting, ventilation, fire protection systems, and emergency egress capacity. The terms "tunnel" does not include bridges or culverts inspected under the National Bridge Inspection Standards (subpart C of this part).

23 CFR 650.505 defines "highway" as defined in 23 USC 101(a)(11). 23 USC 101(a)(11) defines highway to include:

- (A) A road, street, and parkway;*
- (B) a right of way, bridge, railroad-highway crossing, tunnel, drainage structure, sign, guardrail, and protective structure, in connection with a highway, and*

(C) a portion of any interstate or international bridge or tunnel and the approaches thereto, the cost of which is assumed by a state transportation department, including such facilities as may be required by the United States Customs and Immigration Services in connection with the operation of an international bridge or tunnel.

Given the above definitions, which are applicable to 23 CFR 650.507(a), the tunnel(s) managed by the City of Pontiac are "located on public roads or highways" for purposes of federal law. Therefore, these tunnel(s) must be included in the National Tunnel Inventory (NTI) listing and are subject to the inspection and evaluation requirements of 23 CFR 650.507. Their status under this federal regulation does not alter their status under Michigan law.

III. AGREEMENT

The parties agree to the following:

A. The City of Pontiac will be responsible for.

1. Identifying a point-of-contact for each tunnel. The point-of-contact will be responsible for providing access and working with local authorities for coordinating maintenance of traffic during each routine inspection.
2. Meeting with MDOT or their representative to discuss and review relevant maintenance, repair, and rehabilitation records. This shall also include functional system testing logs and previous inspection reports.
3. Access shall be provided for all elements requiring inspection. This includes securing all locked items including doors, mechanical, electrical or fire protection systems.
4. Locating as-built plans and shop drawings for each tunnel and providing them to MDOT in electronic format.
5. Notifying MDOT in the event of any detrimental damage that may occur in between inspection periods for purposes of emergency evaluations. This includes, but is not limited to, deficiencies related to fire detection, fire protection, emergency communications, and operations and security systems.
6. Reporting critical findings to MDOT within 24 hours of an occurrence and immediately taking action to protect public safety. Providing follow-up and a corrective action plan to restore operational capacity.
7. The City of Pontiac is solely responsible for maintaining and preserving City of Pontiac tunnels.

B. The MDOT will be responsible for:

1. Identifying tunnels that are subject to federal regulations.
2. Providing a record for each tunnel in the MDOT's tunnel database.

3. Conducting a site visit to each tunnel to identify structural, electrical, mechanical, fire protection, fire safety, security and any other operational components to populate the required coding.
4. Performing routine inspections for each tunnel that has been inventoried in accordance with the inspection frequency. Damage, in-depth and special inspections will be provided within 24 hours of the owner's request when detrimental damage is reported.
5. Notifying the City of Pontiac when an inspection is completed and providing copies of all inspection reports and recommendations.
6. Performing a load analysis for each tunnel that has a structurally supported roadway system to carry vehicles or those subjected to live load force effects from a roadway above the tunnel.
7. Installing posting signs as needed in accordance to the NTIS and the AASHTO Manual for Bridge Evaluation (MBE).
8. Performing a NTIS post construction inspection after major rehabilitation.
9. Reporting critical findings to FHWA.
10. Submitting City of Pontiac tunnel data to FHWA annually and as-needed for the National Tunnel Inspection Program (NTIP) review.
11. Ensuring that all tunnel inspection quality control requirements are completed annually for each team leader.

V. TERM

This Contract will be in effect for a period of thirty years after the award date.

VI. TERMINATION

Upon written notice of at least ninety (90) days, this Contract may be terminated by either party for convenience. If it is terminated, City of Pontiac will be responsible for fulfilling the requirements of the NTIS.

VII. SIGNATURE

This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the City of Pontiac and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the City of Pontiac, a certified copy of which resolution shall be attached to this Contract.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members
FROM: Mayor Deirdre Waterman,
DATE: October 14, 2021
RE: **Resolution to Adopt City of Pontiac Disaster Emergency Plan**

The Pontiac Emergency Disaster Plan was brought to Council on September 7, 2021 and the item was deferred for two weeks.

Given the discussion at that time Council President indicated potential add-on's to the emergency plan; to date Administration has not received Council President's recommendations.

As such, the resolution to adopt the City of Pontiac Disaster Emergency Plan is recommended for your consideration:

Whereas, the City of Pontiac adopted the current Emergency Disaster Plan on June 15, 2017,

Whereas, the City of Pontiac elected to be incorporated into the Oakland County Emergency Management Program and that by becoming part of the Oakland County Emergency Management Program, the City of Pontiac and Oakland County have certain responsibilities to each other,

Whereas, this Emergency Operations Support Plan has been developed to identify the responsibilities between the City of Pontiac and Oakland County in regards to emergency management activities,

Whereas, the plan provides a framework for the City to use in performing emergency functions before, during, and after a natural disaster, hostile attack, technological incident or other emergency,

Whereas, this support plan is to be used in concurrence with Oakland County's Emergency Operations Plan as it is a supporting document.

Whereas, the support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan; Review of this plan shall be accomplished every four (4) years.

Now, Therefore, the Pontiac City Council hereby adopts this Emergency Operations Support Plan, in support to the Oakland County Emergency Operations Plan

SUPPORT EMERGENCY OPERATIONS PLAN GUIDE

**A GUIDE TO ASSIST MUNICIPALITIES INCORPORATED INTO THE COUNTY
EMERGENCY MANAGEMENT PROGRAM TO DEVELOP A SUPPORT EMERGENCY
OPERATIONS PLAN.**

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INTRODUCTION TO THE GUIDE

I. Purpose

This document is designed to serve as a guide for municipalities with a population of 10,000 residents or above that have elected to incorporate into the County Emergency Management Program and need to develop a Support Emergency Operations Plan (EOP) following the Administrative Rules for Section 19, 1976 PA 390, as amended. In accordance with these rules, the Support EOP shall be consistent with the County Emergency Operations Plan and will become part of the county plan.

The preparation of a Support EOP will increase emergency preparedness through the definition of the responsibilities of local departments and agencies. The plan assigns tasks that need to be accomplished when an incident occurs, and describes how local and county emergency management efforts are related. Maintaining a current Support EOP also establishes eligibility to receive Section 19 funding in accordance with Section 19 of 1976 PA 390, as amended. If federal assistance does not become available after the Governor has declared a State of Disaster or Emergency, affected counties and municipalities can be eligible to receive state assistance up to \$100,000 or 10% of their operating budget, whichever is less, to cover certain disaster related expenses. To be eligible for Section 19 funding, municipalities with a population of 10,000 and above that do not maintain an independent emergency management program must develop and submit a Support EOP to the county, and implement that plan in a timely manner at the beginning of the incident.

II. Scope

This document provides basic guidance and a template for the development of a Support EOP. The template (Attachment B) contains general information that can be adapted to any municipality. The annexes specify how the municipality will carry out common emergency support functions.

Also included with this document is a sample Emergency Management Resolution (Attachment B) that appoints the County Emergency Management Coordinator as the Emergency Management Coordinator of the municipality, and outlines how emergency management efforts on the local level are organized in relation to the County Emergency Management Program.

If either template is used, it should be reviewed and adjusted to the specific needs of each municipality. Municipalities that do not utilize the templates can develop individual plans or resolutions. Other available guiding materials for the development of EOPs include MSP/EMSHD Pub 201 (Local Planning Workbook) and FEMA Comprehensive Preparedness Guide 101.

III. Maintenance

Pub 204 has been developed by MSP/EMHSD and is maintained to ensure compliance with current national planning standards and relevant state laws pertaining to emergency planning. This document was last updated in August 2015 and supersedes the October 2011 version. It will be updated every four years.

DEVELOPING THE PLAN

All stakeholders that are involved in the community response to emergencies and disasters should be involved in the development of the Support EOP. The County Emergency Management Program should work with the municipality to ensure that the plan is compatible with the County Emergency Operations Plan. A standardized planning approach can be used for the development of the Support EOP.

I. Plan requirements

The Administrative Rules for Section 19 of 1976 PA 390, as amended, establish four requirements for the development of Support EOPs. In accordance with these requirements, Support EOPs shall:

1. **Describe the relationship between the County Emergency Management Program and the municipality:**

The plan should state that the municipality has chosen to incorporate into the county program, coordinates emergency management related matters with the county program, and has assigned the County Emergency Management Coordinator as the responsible Emergency Management Coordinator for the municipality.

2. **Identify the municipality's response procedures in relation to the county response procedures:**

The plan should establish annexes that describe common tasks that need to be accomplished when responding to an emergency or disaster, and assign responsibility for these tasks to municipal departments and other local agencies. The annexes should identify the responsible agencies on the local level that coordinate and share information with at the county level, and clarify joint responsibilities. Annexes in the Support EOP should also identify which annex or annexes they relate to in the County EOP.

3. **Be maintained in accordance with the standards and currentness of the county plan, be consistent with the county plan:**

The efforts described in local and county plans should be consistent and complement each other. To maintain the Support EOP in currentness with the County EOP, updates to the local plan are necessary whenever the county plan is updated. When the County EOP is updated, the Support EOP should be revised to ensure that it is still compatible with the county plan.

4. **Contain the signature of the Chief Executive Official (CEO) of the municipality, be forwarded to the county:**

After a new Support EOP has been developed or an existing plan has been updated, the signature of the CEO (Mayor, Township Supervisor) needs to be obtained. If a change of the CEO occurs, the plan needs to be reviewed and the signature of the new official obtained. After the plan is signed, a copy must be forwarded to the County Emergency Management Program, where it should be filed with the County EOP.

II. Plan format

The plan should consist of a Basic Plan section and functional annexes.

The Basic Plan defines the purpose of the plan, provides a community profile, identifies hazards and community vulnerabilities, and describes the relationship between municipality and the County Emergency Management Program.

The annexes identify specific emergency management and response tasks that need to be accomplished before, during and after an incident, and assign responsibility for carrying out these tasks to local agencies. Annexes should be organized by emergency response functions or tasked agencies and can be written in narrative or bulleted style. While municipalities are not required to mirror the format used in the county plan, this can be beneficial. The template included with this document uses a bulleted "Emergency Action Guidelines" format for its annexes.

III. Planning process

The following seven step planning process also utilized in County EOP development should be used to develop a Support EOP. For additional information on the process steps, please refer to MSP/EMSHD Pub 201 (Local Planning Workbook).

1. **Form a collaborative planning team:**

The planning team is the group of individuals responsible for designing, developing, and implementing the Support EOP. It should include representatives from all agencies that are committed to participate in emergency response activities within the municipality. Other stakeholders that should be engaged in

the planning process include representation from the municipality's executive office, the County Emergency Management Program, agencies that can provide insight into necessary accommodations for groups or individuals requiring Functional Needs Support Services (FNSS), schools, etc.

2. Identify hazards and assess risks:

The hazard analysis is the foundation upon which the municipality's emergency planning efforts should be built. It identifies conditions or situations that have the potential to cause harm to people or property in the community. The hazard analysis process involves four steps.

Step 1: A profile of the community is developed (demographic and economic make-up, geography and land-use, key facilities, etc.).

Step 2: The development of a community profile is followed by the hazard identification, which should start with a review of the County Hazard Analysis or Hazard Mitigation Plan. Local resources should then be used to identify further hazards that are unique to the community and might not have been included in county documents.

Step 3: The assessment of risks explores how likely it is that a risk will manifest itself in an incident, how often this might occur, where it might occur, and what the severity of impact would be. Hazards should be ranked based on the expected frequency of occurrence and severity of impact.

Step 4: The vulnerability determination examines how susceptible citizens, property, infrastructure and critical systems are to the identified hazards.

3. Determine Goals and Objectives:

Developing clear goals and objectives will help the municipality to identify problems, issues and opportunities. Establishing goals outlines the vision of what the community wants to achieve. Goals can be pursued in the long-term, but need to be achievable. Objectives are specific and measurable strategies to achieve these goals. Often, multiple objectives will need to be established to support one goal.

4. Plan Development:

This step describes the conceptualization of the plan, which includes the generation and comparison of alternate strategies to achieve the established goals and objectives. This involves two tasks: Developing and analyzing courses of actions to be conducted during an incident, and identifying the resources that determine the capability of the municipality to take these actions. Developing actions allows planners to depict how an operation unfolds by building and working through a portrait of a potential event, including key decision points and participant activities. This helps to identify actions that occur and resources that will be required throughout the progression of an event.

After identifying potential strategies to achieve established goals, an important sub-step in the conceptualization of the plan is the evaluation of actions to ensure that the actions that are selected to be included in the plan are feasible. It is critical to determine if required resources are available or easily obtainable during an incident, and if actions are compliant with laws and regulations, such as local ordinances and resolutions, legal authorities, law enforcement standards, and Governor's orders and directives.

5. Plan Preparation, Review and Approval:

When writing the plan, a simple format should be used. The finished plan must be compatible with the County EOP. This can be achieved by including references to the county plan, utilizing a similar format, or organizing annexes after similar emergency response functions. Feedback should be solicited from all stakeholders that are tasked within the plan, the County Emergency Management Program, and local elected officials. After the review process, necessary adjustments should be implemented. The municipality should adopt the plan by resolution, obtain the signature of the CEO, and forward a signed copy of the plan to the County Emergency Management Program.

6. Plan implementation and update:

The last step is to implement, maintain and update the plan. Plan updates are required after change of the CEO or when the County EOP has been updated. Plan reviews should also be considered after plan activations (during incidents or exercises), changes in operational resources, and changes in the community and/or hazard profile of the municipality. Lessons learned from actual events and exercises are essential to the evaluation of a plan's effectiveness, and help to determine if the plan is:

- Adequate: The concept of operations identifies and addresses critical tasks effectively.
- Feasible: Critical tasks can be accomplished timely and with available resources.
- Acceptable: The needs and demand driven by an event are met, actions meet the expectation of local officials and the public, and are consistent with law.
- Complete: The plan includes all necessary tasks, steps and required capabilities to reach an identified desired end state.
- Compliant: The plan complies with guidance and doctrine to the highest extent possible.

FEMA Comprehensive Preparedness Guide 101 established adequacy, feasibility, acceptability, completeness and compliance as criteria that allow planners and decision makers to determine the efficiency and effectiveness of their plans.

EMERGENCY MANAGEMENT RESOLUTION

In addition to the development of a Support EOP, it is recommended that municipalities adopt a local Emergency Management Resolution (if they have not already done so). The Emergency Management Resolution should appoint the County Emergency Management Coordinator as the Emergency Management Coordinator responsible for the municipality, describe the local emergency management organization and its relationship to the County Emergency Management Program, and provide a means for the local legislative body to exercise the authority vested in them by 1976 PA 390, as amended. Attachment A provides a sample Emergency Management Resolution.

The The City of Pontiac

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Oakland County Emergency Operations Plan, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

(5/13/2021)

The information contained in this template, developed by the Michigan State Police, Emergency Management and Oakland County Emergency Management Division (MSP/EMHSD), should be used to assist in developing a Support Emergency Operations Plan which must then be reviewed by the Local Planning Team (LPT) and modified based on the community's emergency response capabilities.

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Promulgation Document

Officials of Pontiac, Michigan, in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials with accomplishing their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

Chief Executive Official
Mayor of Pontiac

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how **The City of Pontiac** will handle emergency situations in cooperation with the Oakland County Emergency Management and Oakland County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. **The City of Pontiac** will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assisting Oakland County in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Oakland County Emergency Management Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Oakland County Emergency Management (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.
Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official				
<u>(Legislative body, e.g. City Council/Commission, Township Board of Commissioners)</u>				
(County) Emergency Management Coordinator				
The City of Pontiac Emergency Management Liaison				
Communications and Warning Official				
Damage Assessment Official				
Fire Services Official				
Mass Care, Emergency Assistance, Housing, and Human Services Official				
Public Health and Medical Services Official				
Public Information Official				
The City of Pontiac Public Information Center				
The City of Pontiac Emergency Operations Center				

Basic plan

Purpose

The City of Pontiac has elected to incorporate into the Oakland County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, The City of Pontiac and the County Emergency Management Program share joint responsibilities. The The City of Pontiac Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The The City of Pontiac Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, The City of Pontiac continues to implement the NIMS.

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended
2. The City of Pontiac, local Emergency Management resolution
3. The City of Pontiac, adoption of the Support EOP
4. Executive Directive No. 2005-09, the state adoption of the NIMS
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III
7. Good Samaritan Law and Right to Know Act of 1986

B. References used to develop the Support EOP:

1. NIMS
2. NRF
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Oakland County Emergency Management Division (MSP/EMSHD)
4. Pub 204, MSP/EMHSD

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Oakland County EOP, this document was developed in a cooperative, whole community effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or when changes to the County EOP create inconsistencies.

After the plan is adopted by resolution of the **City Council** and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Oakland County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. **The City of Pontiac** has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

1. The mitigation of potential hazards.
2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
4. Integration with the Oakland County EOP, Oakland County Hazard Mitigation Plan, MEMP, etc.

- C. Community profile:

The City of Pontiac is located in the northern part of Oakland County. The community has a population of 60,000 residents. Approximately **(percentage)** of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call.

- D. Hazard and threat analysis:

According to the Oakland County Hazard Mitigation Plan, communities in the county are most vulnerable to: **(common hazards)**. Areas within **The City of Pontiac** that are especially vulnerable to these hazards are: **(locations)**. Additional hazards that have been identified as unique to **The City of Pontiac** include: **(unique local hazards)**.

(Number) sites that contain extremely hazardous materials are located in **The City of Pontiac**. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

- E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, **The City of Pontiac** has chosen to incorporate into the Oakland County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management

Program, the **The City of Pontiac** has appointed the **(title)** to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between **The City of Pontiac** and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in **The City of Pontiac**.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within **The City of Pontiac** that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the **(CEO/other official designated by charter)** may declare a local state of emergency for **The City of Pontiac** if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the **(CEO/other official designated by charter)**, pursuant to local legislation, the **(title)** is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the **(Chief Executive Official/other official designated by charter)** to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:
 - 1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.

2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at **47450 Woodward, Pontiac, Michigan 48342**. If this location is unavailable, the alternate EOC location is **47450 Woodward, Pontiac, Michigan 48342**.
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the EOC through **(identify notification system(s), e.g., telephone, smart messaging, etc.)**.
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county may also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The **The City of Pontiac** emergency management organization is comprised of **(number)** agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control and Coordination	City of Pontiac	Mayor Waterman	248-705-5316
Communications and Warning	City of Pontiac	Darin Carrington	248-758-3118
Damage Assessment	City of Pontiac	Mike Wilson	248-670-5771
Fire Services	WRFD	Chief Matt Covey	248-431-0103
Mass Care, Emergency Assistance, Housing, and Human Services	City of Pontiac	Linnette Phillips	248-330-4523
Public Health and Medical Services	Star EMS	Chris Haney	248-672-3726
Public Information	City of Pontiac	Ken Martin	248-758-3101
Public Safety	OCSD	Captain Ewing	248-881-3629
Public Works	City of Pontiac	Al Cooley III	248-673-4118

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate

4. **The City of Pontiac** maintains 10 fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.
 - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works (Includes Appendix A – Debris Management Guidelines)

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

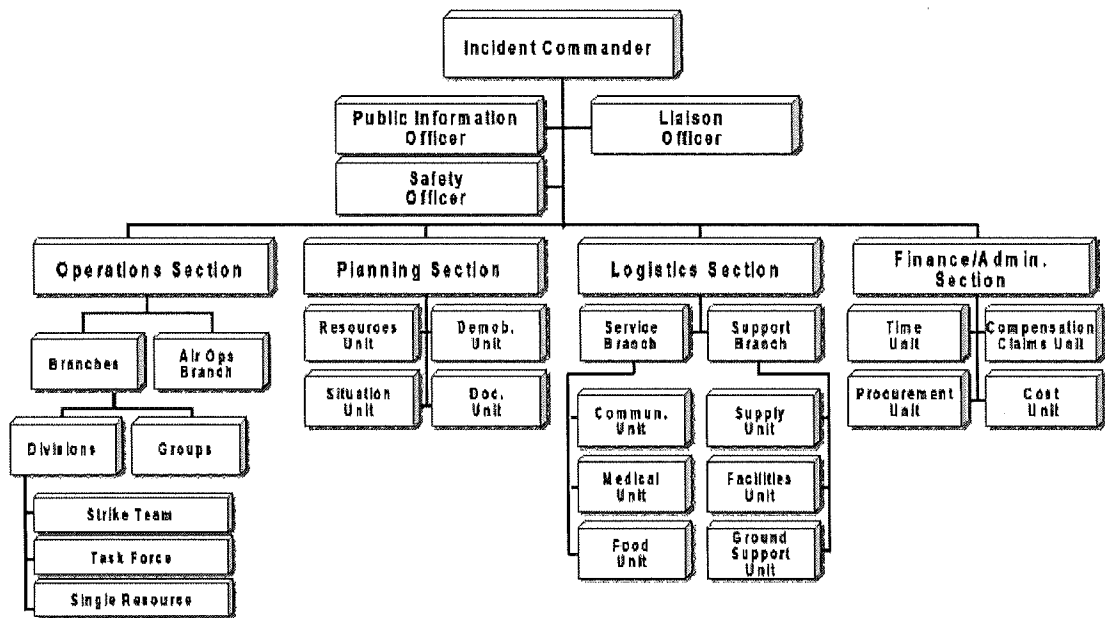
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#5 - Emergency Management/Information & Planning, ESF#7 - Logistics and Resource Support.

Responsible Agency: **Executive Office**

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency and notify the County
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Pontiac	Mayor

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor	City of Pontiac
Deputy Mayor	City of Pontiac
Finance Director	City of Pontiac

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor	City of Pontiac
Deputy Mayor	City of Pontiac
Finance Director	City of Pontiac

The **CEO and Emergency Management Liaison** are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE
SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#2 – Communications and Supporting Technologies, ESF#15 – External Affairs and Public Information.

Responsible Agency: (e.g., 911 Dispatch Center, IT Department)

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes <u>(communications channels, e.g. telephone, cell phone, radios, pagers, etc.)</u>
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include <u>(communications channels, e.g. telephone, cell phone, radios, pagers, etc.)</u>
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include <u>(warning methods, e.g., social media, door-to-door notification, reverse 911, etc.)</u>
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Pontiac	HR Manager

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY
HR Manager	City of Pontiac
Finance Director	City of Pontiac

IT/Cable and Communications Director is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX C**DAMAGE ASSESSMENT**

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#5 - Emergency Management/Information Planning, ESF#14 – Recovery.

Responsible Agency: **(e.g., Assessing Office, Building Department)**

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS; MICIMS damage assessment data should be entered within 72 hours of incident onset.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Building Safety	Building Official

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Building Official	Building Safety
Deputy Building Official	Building Safety
Building Inspector	Building Safety

Buildings and Safety Director and/or their designee is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE

ANNEX D

FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#4 – Firefighting, ESF#9 – Search & Rescue, ESF#10 – Hazardous Materials.

Responsible Agency: (e.g., Fire Department)

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Task Force One (MI-TF1) Urban Search and Rescue, MABAS 3201, MABAS 3202, bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES


The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Waterford Regional Fire	Fire Chief

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy Fire Chief	Waterford Regional Fire
Fire Marshal	Waterford Regional Fire
Battalion Chief	Waterford Regional Fire

Fire Chief and/or their designee is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE
	6/9/2021

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require Functional Needs Support Services, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#2 – Communications and Supporting Technologies, ESF#6 – Mass Care, Shelter and Human Services, ESF#17 – Animal Care.

Responsible Agency: (e.g., Recreation Department, Housing Office)

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: <u>(shelter locations; information on pre-identified shelter locations should be available from the County Emergency Management Program or ARC)</u>

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Pontiac	Director, Economic and Community Development

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Dir. Economic & Community Development	City of Pontiac
Manager, Planning & Development	City of Pontiac
CSR, Economic Development	City of Pontiac

Office of the Mayor of Pontiac is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE
Linnette Phillips	6/9/21

ANNEX F**PUBLIC HEALTH AND MEDICAL SERVICES**

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#8 – Public Health and Medical, ESF#17 – Animal Care.

Responsible Agency: (e.g., Fire Department, EMS agency)

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Star EMS	President/CEO

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Chris Haney Director of Operations	Star EMS
Brian Long, Director Safety and Risk Management	Star EMS
Douglas Miles, V.P Operations	Star EMS

Office of the Mayor of Pontiac and/or their designee is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE
<i>Brian Long</i>	08-09-2021

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#15 – External Affairs and Public Information.

Responsible Agency: Mayor's Office

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials/social media are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Coordinate with the County to develop and release updated EAS messages based on incoming information.
	Coordinate with the County to document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by (positions that will review press releases, e.g. Mayor/Deputy Mayor) .
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at Mayor's Office
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Office of Information Technology	Lead Engineer

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Lead Engineer Frank Antoun	Information Technology Office
Senior Technician Kenneth Martin	Information Technology Office
Technician Kim Gamez	Information Technology Office

Director of Public Information is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE
Frank Antoun	09-01-2021

ANNEX H**PUBLIC SAFETY**

The Public Safety function is concerned with ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#13 – Public Safety and Security/Law Enforcement, ESF#17 – Animal Care, ESF#18 – Military/Defense Support to Civil Authorities.

Responsible Agency: Oakland County Sheriff's Department

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY


The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Oakland County Sheriff's Office	Pontiac Substation

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Captain Andre Ewing	Oakland County Sheriff's Office
Lieutenant Robert Ford	Oakland County Sheriff's Office
Lieutenant Steven Troy	Oakland County Sheriff's Office

Director of Public Safety and/or their designee is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE
	06/10/21

ANNEX I**PUBLIC WORKS**

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the Oakland County EOP: ESF#1 – Transportation/Transportation Infrastructure, ESF#3 – Public Works and Engineering and ESF#12 – Energy and Energy Infrastructure.

Responsible Agency: Department of Public Works

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities (see Appendix A for Debris Management Guidelines)
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

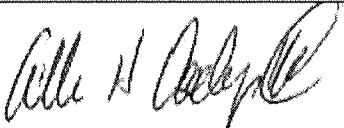
The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
DPW	Director of Public Works

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Works	DPW
Deputy Director of Public Works	DPW
City Engineer	DPW

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE
	6/9/2021

APPENDIX A

Debris Management Guidelines

The Department of Public Works is responsible for debris management activities. The following guidelines represent a checklist of actions that agency officials must consider for providing effective debris management.

Guidelines:

Debris Clearance – Occurs in the first 24-72 hours and generally focuses on clearing roadways for emergency vehicles & rescue operations to have unobstructed routes to critical facilities

- a. Maintain detailed record keeping (critical for possible reimbursement)
 - i. Document all expenses and time involved in the debris removal process
- b. Coordinate with public utilities and waste haulers
- c. Consider how to handle access to private property
 - i. Right-of-entry, hold-harmless agreements
- d. Consider health & safety concerns (obtain detailed safety plans from contractors)
- e. Obtain any necessary permits and/or waivers

Debris Removal – The management and disposal of accumulated debris after life-safety has been addressed

- f. Consider the following steps in the debris management process:
 - i. Removal
 - ii. Transportation/hauling routes
 - iii. Temporary storage/staging site selection & management
 - 1. Consider water tables, affected populations, terrain
 - iv. Monitoring/load tickets/weights & measures
 - v. Sorting/Processing
 - vi. Recycling of applicable materials
 - vii. Reduction (Chipping, grinding, burning)
 - viii. Final disposition/landfill or other

When Trash Removal Providers are Individually Contracted by Residents:

- a. If the jurisdiction does not provide trash removal services to residents under normal circumstances, after a large emergency, if the private company is unable or unwilling to remove the debris, it will become the responsibility of the local jurisdiction to ensure health and safety to their residents.
- b. Contact local private companies to see what, if any, services they will provide their contracted residents with debris removal caused by an emergency.
- c. Track all costs associated with the debris removal.
- d. Contact DPW (if applicable) to determine what equipment is owned by the jurisdiction and if any can be used for this purpose.
- e. Contact neighboring communities who provide trash removal on a daily basis. If they were unaffected by the disaster, see if they can provide some assistance for equipment, temporary storage locations and/or transport to landfill.
- f. Identify a location (possibly parking lot) that can be used for temporary storage site of garbage.
- g. Request guidance from DEQ on permits and licenses.

- h. Contact landfill to set-up contract, rates and drop off schedule.
- i. Set hours and map out pick-up locations of affected areas. Send out public messages regarding the services available and process.
- j. Consider requiring residents to drop off debris to one identified site. The jurisdiction won't need the trucks, staff or logistics for curb side removal but will have to load semi-trucks and take to landfill.

#10 & #11
RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman, Abdul Siddiqui, Al Cooley

DATE: September 21, 2021

RE: **Resolution to approve a budget amendment for fiscal year 2021-2022 to allocate a total \$1,240,000 for engineering services broken out as follows: \$1,050,000 for Major Streets engineering services and \$190,000 for general fund engineering services for CDBG project.**

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;

Whereas, the Administration has reviewed the Department of Public Works requirements for construction, preliminary engineering and construction engineering services for the fiscal year 2021-2022; and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current fiscal year 2021-2022 for preliminary engineering and construction engineering services for Major Streets projects in the amount of \$1,050,000 to account 202-463-806.000, General Fund engineering services for CDBG projects in the amount of \$190,000 to account 101-447-806.000 and;

Whereas, the increased appropriations will not cause the fund balance in the Major Streets and General Fund funds to go below the policy mandated threshold.

NOW THEREFORE be it resolved that the City Council hereby approves the appropriation amendment for the fiscal year 2021-2022 as requested by the Mayor and Department of Public Works for account 202-463-806.000 in the amount of \$1,050,000 and for account 101-447-806.000 in the amount of \$190,000.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#12

RESOLUTION



MEMORANDUM

**City of Pontiac
Treasurer**

47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3063
Fax: (248) 758-3177

DATE: 10/13/2021

TO: Honorable Mayor and City Council

FROM: Porche Prater – Interim Treasurer

THROUGH: Darin Carrington – Finance Director

Attached is a summary report from the Water Resource Commissioner's office that shows the Chapter 4 drain assessments to be paid by the City of Pontiac in the amount of \$87,347.15. This total includes \$25,569.17 that could be assessed to property owners that border the related drains and lakes.

There are 6,980 total parcels that would be assessed a charge, 518 non-residential and 6,462 residential parcels. As the table given below shows, the 99% of residential parcels will be assessed an average drain charge from \$0.57 to \$99.46 for the fiscal year 2021. Only 11 residential parcels will pay an average of \$99.46. The full detailed assessment list is available at the Treasurer's office.

This assessment will be the responsibility of the General Fund in addition to the Chapter 20 and Chapter 4 at large assessments.

If Council agrees that the drain assessments should be spread to the tax rolls, then the following resolution would be in order:

Whereas, the Water Resources Commissioner has notified the City of property assessments for nearly 6,980 parcels in the City of Pontiac that specifically benefited the property owner; and,

Whereas, the property assessments to the homeowners in their respective drain districts will have an average assessment between \$0.57 to \$99.46 per parcel, and;

Whereas, the Pontiac City Council believes that it is in the best interest of the City, that property owners who receive a direct benefit from the drain should pay for the benefit;

Now, therefore, be it resolved, that the Pontiac City Council direct that the City Treasurer spread \$25,569.17 of property assessment on the 2021 winter tax rolls by director by the Water Resources Commissioner.

Drain Name	At Large	Residitlal			Non Residential			Combined Total	
		No of Parcels	Average	Total	No of Parcels	Average	Total	No of Parcels	Total
BARTLETT DRAIN	\$ 640.75	647	\$ 0.57	\$ 365.90	75	\$ 15.30	\$ 1,147.70	722	\$ 2,154.35
CRYSTAL LAKE LEVEL	\$ 25,000.00							0	\$ 25,000.00
GALLOWAY DRAIN	\$ 175.33	75	\$ 3.12	\$ 233.75	4	\$ 127.64	\$ 510.55	79	\$ 919.63
JEWEL DRAIN	\$ -	1233	\$ 0.78	\$ 966.94	123	\$ 12.46	\$ 1,533.06	1356	\$ 2,500.00
JOSEPHINE DRAIN	\$ 1,144.36	57	\$ 2.73	\$ 155.64				57	\$ 1,300.00
LINDEN DRAIN	\$ 152.58	32	\$ 4.61	\$ 147.42				32	\$ 300.00
PONTIAC CREEK EXT DRAIN	\$ 3,291.75	64	\$ 17.65	\$ 1,129.66	35	\$ 84.33	\$ 2,951.40	99	\$ 7,372.81
SINKING BRIDGE DRAIN	\$ 1,066.00	2103	\$ 0.98	\$ 2,056.23	178	\$ 16.66	\$ 2,965.89	2281	\$ 6,088.12
SKAE DRAIN	\$ 120.00	1	\$ 2.94	\$ 2.94	4	\$ 16.30	\$ 65.22	5	\$ 188.16
SYLVAN-OTTER LAKE LEVEL	\$ 24,000.00	368	\$ 7.15	\$ 2,629.88	6	\$ 47.24	\$ 283.44	374	\$ 26,913.32
TILDEN DRAIN	\$ 1,193.46	284	\$ 5.64	\$ 1,601.64	14	\$ 17.44	\$ 244.10	298	\$ 3,039.20
TUTTLE DRAIN	\$ -	5	\$ 1.44	\$ 7.22				5	\$ 7.22
WARD ORCHARD DRAIN	\$ 90.00	2	\$ 4.56	\$ 9.12	7	\$ 54.93	\$ 384.48	9	\$ 483.60
WATERFORD - MULTI LAKE LEVEL	\$ -	11	\$ 99.46	\$ 1,094.06				11	\$ 1,094.06
WEST END DRAIN	\$ 4,903.75	1580	\$ 2.01	\$ 3,175.32	72	\$ 26.49	\$ 1,907.61	1652	\$ 9,986.68
Grand Total	\$ 61,777.98	6,462	\$ 2.10	\$ 13,575.72	518	\$ 23.15	\$11,993.45	6,980	\$ 87,347.15
Residential + Non-residntial (\$13,575.72+\$11,993.45)							\$25,569.17		



WRC

WATER RESOURCES COMMISSIONER

Jim Nash

September 15, 2021

The Honorable Sekar Bawa
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Reference: → Preliminary 2021 Special Assessments for Oakland County Drains / Lake Level Control Facilities

Dear Mr. Sekar:

This letter is intended to inform you of the special assessment amounts for the operation and maintenance of Oakland County drains and lake level control facilities located in your community. Several reports are attached that provide detailed information regarding the special assessment amounts that will appear on the 2022 winter tax bill for your residents and the amount due from your community.

If your community pays the county drain special assessments from your general fund and does not spread the assessment to the tax rolls, please continue to pay the special assessment amounts as summarized below.

PROJECT CODE AND NAME		AT LARGE	PROPERTY	TOTAL
D1059	BARTLETT DRAIN	\$640.75	\$1,513.60	\$2,154.35
L0667	CRYSTAL LAKE LEVEL	\$25,000.00	\$0.00	\$25,000.00
D0115	GALLOWAY DRAIN	\$175.33	\$744.30	\$919.63
D1107	JEWEL DRAIN	\$0.00	\$2,500.00	\$2,500.00
D0351	JOSEPHINE DRAIN	\$1,144.36	\$155.64	\$1,300.00
D0352	LINDEN DRAIN	\$152.58	\$147.42	\$300.00
D0220	PONTIAC CREEK EXT DRAIN	\$3,291.75	\$4,081.06	\$7,372.81
D0258	SINKING BRIDGE DRAIN	\$1,066.00	\$5,022.12	\$6,088.12
D1045	SKAE DRAIN	\$120.00	\$68.16	\$188.16
L0283	SYLVAN-OTTER LAKE LEVEL	\$24,000.00	\$2,913.32	\$26,913.32
D0350	TILDEN DRAIN	\$1,193.46	\$1,845.74	\$3,039.20
D0326	TUTTLE DRAIN	\$0.00	\$7.22	\$7.22
D1053	WARD ORCHARD DRAIN	\$90.00	\$393.60	\$483.60
L0458	WATERFORD - MULTI LAKE LEVEL	\$0.00	\$1,094.06	\$1,094.06
D0313	WEST END DRAIN	\$4,903.75	\$5,082.93	\$9,986.68
Subtotal:		\$61,777.98	\$25,569.17	\$87,347.15

Please contact Scott Vess, Deputy Oakland County Treasurer, at 248-858-0616 with any questions concerning payment of the special assessment. If you would like to use this letter to pay the assessments, then please use the reference above with your community name and send to:

Oakland County Treasurer
1200 N Telegraph Rd Dept 479
Pontiac, MI 48341

Thank you for your attention to this issue.

Sincerely,



Michael R. McMahon, P.E.
Chief Engineer

cc: Scott Vess, Oakland County Treasurer's Office
Enclosed: → Pontiac Parcel Report *email only*

#13

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman; Attorney Anthony Chubb

DATE: October 13, 2021

RE: **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$81,213, to the General Fund account 101-266-959.003 – Settlement Payments. These funds would be used for payments required under recently decided legal actions brought by former City employees.**

The City has been involved in litigation with several former City employees involving the payment of unused sick time. During the time that the City was under an Emergency Manager, these employees were denied payments for unused sick time. The court has recently found in favor of the former employees and the City has been ordered to make settlement payments to these former employees for their unused sick time. The cases involve six former employees and the total amount that is owed to these employees is \$81,213.

In order to make these payments, the Administration is hereby requesting that the General Fund budget is amended. This amendment would allocate \$81,213 to the General Fund account 101-266-959.003. To help offset these costs, the Administration plans to requests withdrawal from the City's Self Insurance Retention Fund. This withdrawal from the Retention Fund

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current year 2021-2022 for payments in the amount of \$81,213 to account 101-266-959.003; and

Whereas, the increased appropriations will not cause the fund balance in the General Fund to go below the policy mandated thresholds and;

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the fiscal year 2021-2022 as requested by the Administration for account 101-266-959.003-Settlement Payments in the amount of \$81,213.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#14

RESOLUTION

City of Pontiac Microsoft Cloud Strategy

Agenda

- Review Current Microsoft Licensing and Solution
- Review New Microsoft Cloud Strategy
- Review New Estimated Costs & Timeline
- Closing

Current Microsoft Licensing and Services

- Current software licensing model is outdated and not portable. Older versions are deployed.
- Microsoft Exchange (Email) is located on-premise at City Hall
 - Costly to manage and maintain Email at City Hall
 - To remain on-premise will result in significant capital investment.

Microsoft Cloud Strategy – Why?

- Transition to a subscription-based license model.
 - Includes access to all current Microsoft versions of Office suite.
 - Billed monthly
- Microsoft Office 365 (O365) provides cloud-based email services and provides the following benefits:
 - Microsoft 365 Managed Services are in multiple datacenters to provide redundancy
 - Ability to install Office Suite on up to 5 devices per licensed user.
 - Email is accessible from anywhere at anytime.
 - Eliminates the requirement of procuring and maintaining costly servers/storage at City Hall.
 - Adds additional features and security measures to protect data.
- Many organizations have or plan to migrate to O365 Services.



New Solution – Estimated Costs

Description	Projected Monthly Subscription Cost	Projected Annual Subscription Cost
Microsoft Office 365 E3 Subscription	\$2,454	\$29,453

One Time Costs/Budget	Estimated Cost
Implementation Costs	\$37,500
** IT has budgeted \$67,140 for FY21/FY22 for this project	

New Solution – Estimated Timeline

City of Pontiac - Microsoft O365 Implementation Estimated Timeline																
Project Milestones	Month 1				Month 2				Month 3				Month 4			
	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4
Approval Process and Procurement																
Present Solution to City Council for Approval																
Approval from City Council																
Submit to Procurement																
Procurement issues PO																
Execute Insight CSP O365 Subscription																
Excecute Agreement for Insight Implementation Services (SOW)																
Process initial CSP subscription to establish account																
Implementation																
Project Kick-Off																
Configure City of Pontiac Microsoft O365 tenant																
Provision Azure AD Connect between CoP & Microsoft																
Migrate all CoP user and resource mailboxes to O365																
Ingest local mail data to Exchange online mailboxes																
Test all new infrastructure																
Decomission CoP Exchange Server																
Provide design documentation and knowledge transfer																

Microsoft Cloud Strategy

Thank you for your time today!



BACKGROUND

Problem:

1. City is using old versions of Microsoft Office and outdated version of email.
2. Must pay for each Microsoft Office installation for same employee if they have 2 computers or want to install Office on their smartphone.
3. Email system being located at City Hall is subject to power and other single point of failure possibilities.

Solution:

1. Implement Microsoft O365 licensing plan.
2. Install for no additional cost Office suite on multiple systems and smartphone per licensed user at no additional cost (up to 5)
3. Move email services to Microsoft redundant and secure datacenters to eliminate power and single point of failure possibilities.

Costs:

1. One-time professional services implementation cost \$37,500
2. Monthly license cost for 130 Licenses \$2,454 monthly (\$29,453/year)

Advantages of Microsoft Solution:

1. Cloud-based system has no hardware to maintain and update.
2. Eliminates Capital investment on hardware and maintenance for email system on-site at City Hall.
3. Subscription based licensing model that is deemed as best practice.

RESOLUTION

Whereas, The City of Pontiac currently uses obsolete Microsoft Office products and outdated email system and can no longer be expanded to meet the growing needs of the City; and

Whereas, The City can utilize a cloud-based Microsoft Office licensing and email system result in a cloud solution to the City; and

Whereas, the costs will be a one-time professional services cost of \$37,500, and a monthly operating agreement for 130 licenses at a total cost of \$2454 monthly cost.

Now, Therefore, hereby be it resolved that the Pontiac City Council approves the purchase of the Microsoft O365 solution and associated costs including a one-time professional services cost of \$37,500, and annual cost for 130 licenses at a total cost of \$29,453.00 per year; and authorizes the Mayor to enter into the agreements to complete this transaction.

#15

RESOLUTION



Pontiac Medical Marihuana Commission Rules and Regulations

All meetings of the Medical Marihuana Commission ("Commission") will be held in compliance with all applicable statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules and regulations.

Commission Membership Requirements

Members of the Commission shall be residents of the City of Pontiac and shall serve without pay.

Commission Powers and Duties

The Commission shall review and decide all appeals that are forwarded to it by the City Clerk pursuant to Ordinance 2357(B). The Commission shall review all appeals de novo. The Commission may overturn a decision or finding of the City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the City Clerk in arriving at such decision or finding.

Meeting Schedule

The Committee shall post a meeting notice in a manner consistent with applicable law subsequent to receiving an appeal forwarded to it by the City Clerk pursuant to City Ordinance 2357(B). Due to the timing irregularity of the receipt of appeals, the Commission may not schedule Regular Meetings as set forth in the Michigan Open Meetings Act, Michigan Public Act 267 of 1976, at MCL 15.265. If the Commission does adopt a regular meeting schedule, it shall be posted in a manner consistent with MCL 15.265.

Minutes of meetings

Minutes of all meetings of the Commission shall be kept in a manner consistent with applicable law. A copy of the minutes of meetings shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

All meetings of the Commission shall be open to the public except as permitted by applicable law. All open meetings shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Commission meeting agenda

Meeting agendas will be as follows

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Amendments to and approve of the agenda
5. Approval of the Minutes (As needed)
6. Agenda Items
7. Public Comment (3 Minute Limit)
8. Adjournment

Quorum

A majority of the Commission shall constitute a quorum for the review of appeals.

Chairperson and Vice Chairperson

At its first meeting, the Commission shall select, by majority vote, a Chairperson and Vice Chairperson.

Presiding Officer

The Presiding Officer shall be responsible for enforcing these Rules and Regulations and for enforcing orderly conduct at meetings. The Chairperson shall be the Presiding Officer. If the Chairperson is absent, the Vice Chairperson shall act as the Presiding Officer. In the event of a resignation or other permanent absence of the Chairperson or Vice Chairperson position, it shall be filled by nomination and majority vote of the Commission members serving.

Disorderly conduct

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

Closed sessions

Closed sessions may be held only for the reasons consistent with applicable law, as determined by the City Attorney.

Calling closed sessions

The Commission by a two-thirds roll call vote may call a closed session subject to the conditions herein. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken at the closed session. These minutes will be retained by the City Clerk and shall not be available to the public.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the 11th edition of Robert's Rules of Order, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The Presiding Officer shall preserve order and decorum and may speak to points of order in preference to other members. If a point of order is given it should not exceed two (2) minutes.

Conduct of discussion

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

Public comment

Each meeting agenda shall provide reserved time for public comment participation. During public comment, each individual shall be limited to three (3) minutes, and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the meeting.

Suspension of rules

The rules of the Commission may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to applicable law.

#16

**COMMUNICATION
FROM THE CITY
CLERK**

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

SHEILA GRANDISON
Deputy City Clerk



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

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A.
Interim City Clerk

DA: October 14, 2021,

RE: Medical Marihuana Commission Violation of the Open Meetings Act

As a result of a FOIA the City received from Mr. Charles Blackwell requesting emails from the Mayor about the Medical Marihuana Commission, the Clerk's Office has discovered that Mayor Waterman and the Medical Marihuana Commission violated the Open Meetings Act.

In the correspondences attached, the Mayor appointed Mr. Graham Cassano to the Commission on May 6, 2021. Mayor Waterman subsequently scheduled an orientation for Mr. Cassano on May 11, 2021. The orientation meeting was a violation of the Open Meetings Act. Ordinance 2537 (B) Section 6 (c) requires "*all meetings of the commission shall be held in conformance with the open meetings act, Act. No. 267 of the Public Act of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.*".

Additionally, I provided this honorable body with a memorandum on July 22, 2021 stating that adoption of the Medical Marihuana Commission rules and regulations prior to the Medical Marihuana Commission Approval violates Ordinance 2357 (B). I have attached a copy of the memorandum.

Garland Doyle

From: Mary Castro
Sent: Thursday, October 14, 2021 12:12 PM
To: Garland Doyle
Subject: FW: Pontiac Violation of FOIA ACT
Attachments: Response to FOIA Request - Charles Blackwell.pdf

From: FOIA
Sent: Tuesday, October 12, 2021 9:01 AM
To: 'Charles Blackwell' <cblack618@gmail.com>
Cc: Garland Doyle <gdoyle@pontiac.mi.us>; Sheila Grandison <SGrandison@pontiac.mi.us>
Subject: FW: Pontiac Violation of FOIA ACT

Good Morning Charles,

Here within this email is an attachment pertaining to your most recent FOIA Request. Please review the attached file at your earliest convenience. Thank you.

Sincerely,



Mary Castro
Election Specialist

Main: 248.758.3008 | Office: 248.758.3200 | Fax: 248.758.3160
e: foia@pontiac.mi.us | www.pontiac.mi.us
47450 Woodward Avenue | Pontiac, MI 48342

Click on a logo below for City of Pontiac City Clerk's updates via Social Media:



From: Charles Blackwell <cblack618@gmail.com>
Sent: Tuesday, October 12, 2021 8:09 AM
To: Anthony Chubb <achubb@gmhlaw.com>; John Clark <jclark@gmhlaw.com>; Garland Doyle <GDoyle@pontiac.mi.us>; Darin Carrington <DCarrington@pontiac.mi.us>; Mayor Deirdre Waterman <DWaterman@pontiac.mi.us>; Monique Sharpe <MSharpe@pontiac.mi.us>; Sheila Grandison <SGrandison@pontiac.mi.us>; Mary Castro <MCastro@pontiac.mi.us>; Jonathan H. Starks <JStarks@pontiac.mi.us>
Subject: Re: Pontiac Violation of FOIA ACT

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.

The City of Pontiac has not responded to my FOIA request.

On Mon, Oct 11, 2021 at 8:57 AM Charles Blackwell <cblack618@gmail.com> wrote:

The City of Pontiac failed to respond to my FOIA request on Friday

September 24, 2021

Charles Blackwell
2220 Collingwood
Detroit, MI 48206

Re: 10-Day Extension to respond to your FOIA Request.

Dear Mr. Blackwell:

Please be advised that your FOIA request received by the City of Pontiac on September 20, 2021 regarding emails sent and received by Mayor Waterman with applicants or potential applicants about being appointed to the Medical Marijuana Commission will require extra time to search for and respond to your request.

Pursuant to MCL 15.235 (2)(d), we are requesting to extend and respond to your request. Accordingly, the City of Pontiac will respond to your request on or before October 8, 2021. Please contact our office if you have any questions.

Sincerely,

Sheila Grandison, CMC
Deputy City Clerk



**DR. DEIRDRE WATERMAN
MAYOR
CITY OF PONTIAC**

May 6, 2021

Dear Mr. Graham Cassano:

I am delighted that you have accepted my nomination for your appointment as a Medical Marijuana Commissioner. Your appointment will be for a three (3) year term.

From your leadership background and previous services to the city, you will bring a much needed perspective to the application review process. For your information there are documents attached to this email including:

- Medical Marijuana Rules
- Medical Marijuana Ordinance

To prepare you for being sworn in for the role of Medical Marijuana Commissioner, we have arranged an Orientation Session. Please select either of the following dates and times:

- Tuesday, May 11, 2021 | 2:00 PM
- Thursday, May 13, 2021 | 5:00 PM

Please contact Tamara Veasy at 248-758-3323 or via email at: tveasy@pontiac.mi.us, for questions or to choose the date that best fits your schedule. Upon receiving confirmation of your availability, a meeting zoom link will be sent via email.

I am appreciative that you are willing to share your time and experience for this important position for the city. Thank you for your willingness to serve the City of Pontiac.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deirdre Waterman".

Mayor Deirdre Waterman

47450 Woodward Avenue • Pontiac, Michigan 48342
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292
E-mail: DWaterman@pontiac.mi.us • www.pontiac.mi.us
<https://www.facebook.com/pontiacmayor/>

From: Tamura Veasy
Sent: Tuesday, May 11, 2021 12:31 PM
To: Graham Cassano
Cc: Mayor Deirdre Waterman; Maroofa Peter
Subject: RE: Commission Appointment...
Attachments: Medical Marihuana Commission Rules and Regulations.pdf

Mr. Cassano,

Please see the link to this afternoon's Medical Marijuana meeting below. I have also attached the Medical Marihuana Commission Rules and Regulations for your review.

Tamura Veasy is inviting you to a scheduled Zoom meeting.

Topic: Medical Marihuana Meeting
Time: May 11, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85494163080?pwd=ZTRaR0FPcWJ1czl5SzdZy9FMFV0dz09>

Meeting ID: 854 9416 3080
Passcode: 746414
One tap mobile
+16699006833,,85494163080#,,, *746414# US (San Jose)
+12532158782,,85494163080#,,, *746414# US (Tacoma)

Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 854 9416 3080
Passcode: 746414
Find your local number: <https://us02web.zoom.us/j/ky6lgskRb>

From: Graham Cassano [mailto:cassano@oakland.edu]
Sent: Tuesday, May 11, 2021 9:43 AM
To: Tamura Veasy <tveasy@pontiac.mi.us>
Subject: Re: Commission Appointment...

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--

My home address is: _____ My phone number is: _____, I have not yet received the link for the zoom meeting. Let me know when you are able to send it.

Thanks,
Graham

On Mon, May 10, 2021 at 1:03 PM Tamura Veasy <tveasy@pontiac.mi.us> wrote:

Perfect! I will send the meeting link shortly. Mr. Cassano, can you also provide your contact information (mailing address and phone number)?

From: Graham Cassano [mailto:cassano@oakland.edu]
Sent: Monday, May 10, 2021 1:01 PM
To: Tamura Veasy <tveasy@pontiac.mi.us>
Subject: Re: Commission Appointment...

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 Tamura,

I am available tomorrow (Tuesday) for my orientation. Please send me a link at your earliest convenience.

Thank you,

Graham

On Fri, May 7, 2021 at 7:24 PM Tamura Veasy <tveasy@pontiac.mi.us> wrote:

Sent on Behalf of Mayor Deirdre Waterman...

****Please note the Medical Marihuana Commission Rules will follow in a separate email. ****

From: Tamura Veasy
Sent: Friday, May 14, 2021 5:34 PM
To: Mayor Deirdre Waterman
Cc: Maroofa Peter
Subject: FW: Messages/Requested Items
Attachments: Senior Zoom 5/5/2021; Draft Letter of Support for Pike Street Properties on Mayor Waterman Letterhead - 29 and 46 N Saginaw Street projects; TDC - Pontiac Graduation Program - Monday May 17; Fwd: HE Schoarship - Teresa Perez; Meeting Announcement .pdf; Rev. Newsletter - City of Pontiac - April 2021.pdf; Retiree Mailing Attachments (1) ; NEWS RELEASE - GSA Closing (gibb3.12.21).docx; Medical Marihuana Commission Rules and Regulations.pdf; Commission Appointment Joanne Green

RECEIVED
OCT 11 2021 @ 4:39 PM
BY: JMW.....

Attachments added....

1. Phoenix Center Press Release
2. Medical Marihuana Rules and Regulations
3. Copy of email sent to Commissioner Green (Includes letter, Ordinance)

Thank you

Tamura Veasy

From: Tamura Veasy
Sent: Wednesday, May 12, 2021 9:53 PM
To: Mayor Deirdre Waterman (DWaterman@pontiac.mi.us) <DWaterman@pontiac.mi.us>
Cc: Maroofa Peter <MPeter@pontiac.mi.us>
Subject: Messages/Requested Items

Mayor,

Attached are the following requested items:

1. Senior Center Zoom Meeting Invite
2. Letter of Support for Mr. Loren Guzik of Pike Street Properties, Inc. (Received from Linnette). Waiting for your approval before placing on the your letterhead.
3. Vince DeLeonardis Invite to Monday's graduation for Auch's apprenticeship program (TDC-Pontiac Graduation)
4. Linda Zabik message regarding the Fran Anderson Scholarship
5. Medical Marihuana Meeting Announcement
6. Latest Newsletter
7. Retiree Attachments

Items forth coming...

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

SHEILA GRANDISON
Deputy City Clerk



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

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A.
Interim City Clerk

DA: July 22, 2021,

RE: Adoption of Medical Marihuana Commission Rules and Regulations Prior to the Medical Marihuana Commission Approval violates Ordinance 2357(B)

According to Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance Section 6

- (a) "The medical marihuana commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations."
- (b) "The rules and regulations adopted by the medical marihuana commission shall be subject to approval by the council."

If the City Council approves the rules and regulations prior to the medical marihuana commission adopting them would be a violation of Ordinance 2357(B).

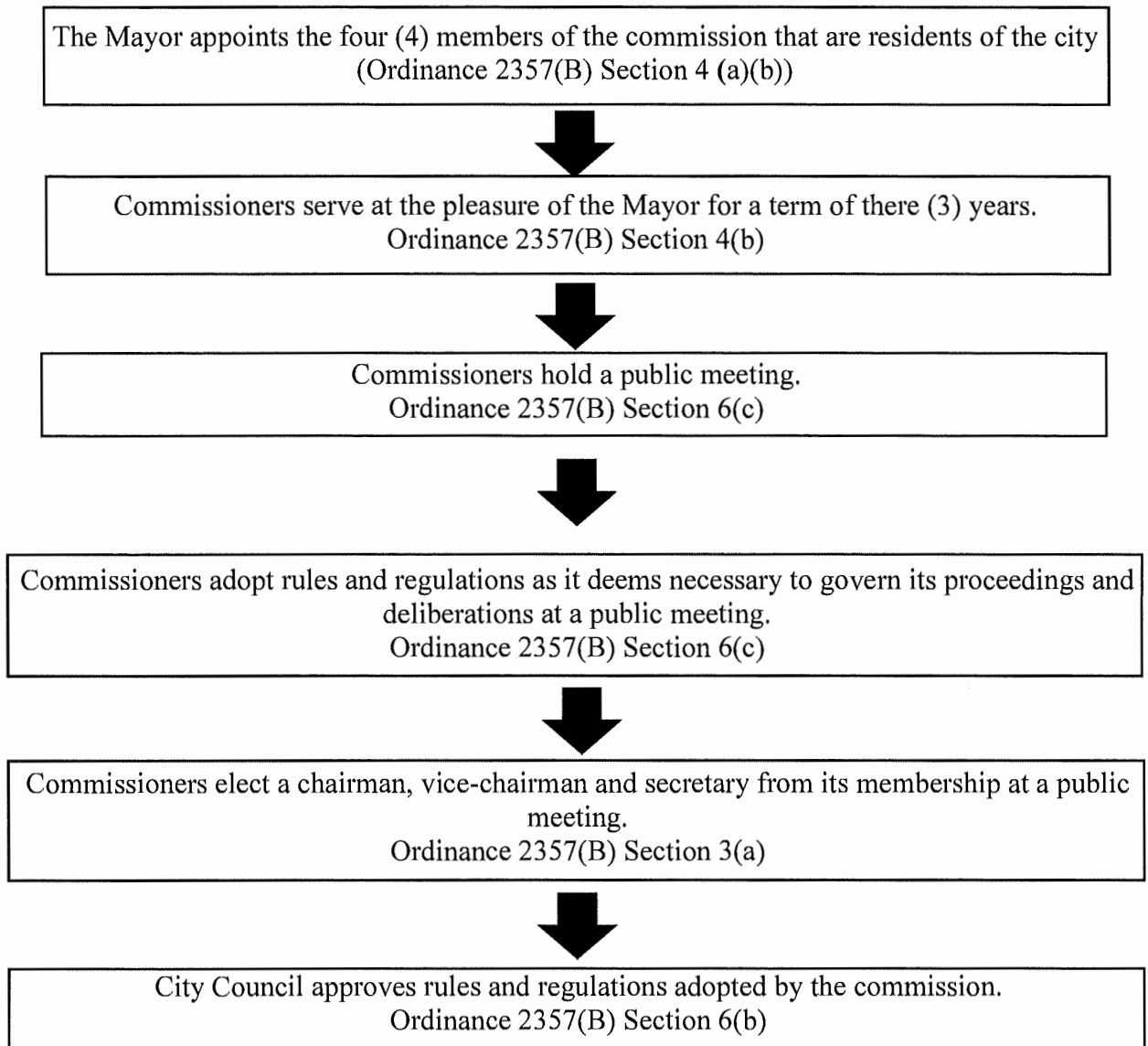
Furthermore, the Ordinance 2357(B) Section 6(c) states the following

- (c) "The commission shall maintain a written record of its proceedings and actions which shall be available for public inspection, showing the action of the commission and the vote of each member upon each question considered. All meetings of the commission shall be held in conformance with the open meetings act, Act. No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws."

If the commission is required to conduct its business in public, then how can rules be established before the commission has a meeting and commissioners are named.

Mayor Waterman has not revealed the names of the four (4) commissioners.

**Medical Marihuana Commission Rules and Regulations Approval
Process according to Ordinance 2357(B)**



Council cannot approve rules prior to the commission developing and approving them. This would be a violation of the ordinance. If the process is not followed, decisions of the Commission may be invalid.

City Clerk's comments on rules developed by the City Attorney

Although Ordinance 2357(B) is clear that the Commission must develop its rules, there are three major problems with the City Attorney proposed rules.

1. The rules make no reference to the secretary position as required by Ordinance 2357(B) section
2. Closed Session
The City Attorney proposed rules state that closed sessions may be held only for the reasons consistent with applicable law, as determined by the City Attorney.

The Open Meeting Act 15.268 Sec. 8 states the permissible purposes of closed sessions.

15.268 Closed sessions; permissible purposes.

Sec. 8 a public body may meet in a closed session only for the following purposes:

Not Applicable



(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

Not Applicable



(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian request a closed hearing.

Not Applicable



(c) For strategy and negotiating sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

Not Applicable



(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

Since section 8(e) is the only applicable section to go into a closed session, than that should be stated in the rules.

HAVING CLOSED SESSIONS IS WHAT GOT THE CITY OF WARREN IN TROUBLE AND LED TO NUMEROUS LAWSUITS. PONTIAC DOES NOT WANT TO MAKE WARREN'S MISTAKE.

3. In the discussion and voting and the conduct of discussion sections of the rules, there are several references made to council when it should state commission.