

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



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

Phone: (248) 758-3200

124th Session of the 11th Council – Wednesday, January 3, 2024, at 12:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

A. December 27, 2023, City Council Meeting Minutes

Special Presentation

B. Presentation of City Resolution Recognizing Modesto DelaO for Veterans of Foreign Wars National Honor

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

1. Adoption of a Zoning Ordinance Map Amendment to Rezone four parcels totaling 0.59 acres at 148 E Howard St. **(Second Reading)**
2. Adoption of a Zoning Ordinance Text Amendment to Amend Article 2, Chapter 3, Section 2.301, Article 2, Chapter 3, Section 2.304 and Article 6, Chapter 5, Section 6.506. regarding Minimum Lot Width. **(Second Reading)**
3. Adoption of a Zoning Ordinance Text Amendment of Chapter 9, Section 6.902(B)(3) to increase the buffer distance for notices from 300' to 500' and to require public notification signs for properties subject to a public hearing. **(Second Reading)**

Resolutions

City Council

4. Resolution Ratifying Council Rules and Procedures.

5. Election of City Council President and City Council President Pro-Tem for 2024.

Code Enforcement Division

6. Resolution to approve proposed Budget Amendments for Fiscal Year 2023-24 to increase GL 249-371-702.000 salary and wages account by \$22,499.99, GL 249-371-718.500 401A Employer Cost account by \$900.00, GL 249-371-716.000 Medical Insurance by \$5,887.50, GL249-371-719.001 Dental by \$ 568.00, GL 249-371-716.011 Hearing by \$5.00, GL 249-371-717.000 Life Insurance by \$ 928.00. GL249-371-719.000 Workers Comp by \$500.00, GL 249-371-725.000 Sick and vacation by \$216.35, GL249-371-707.003 and GL 249-371-977.002 Vehicles by \$29,308.00 (These proposed budget amendments are for changing a part-time Code Enforcement Officer position to full-time and the lease of a 2024 Chevrolet Equinox for \$29,308.00 for Code Enforcement)

Human Resources (HR)

7. Resolution to approve Contract for Assistance with Retirement Funds by Titan Wealth Management.

Discussion

8. U.S. Department of Housing and Urban Development (HUD) Announced \$10 Million in Rehabilitation Funding for North Hill Farms in Pontiac, City Councilman Mika! Goodman Holding Community Forum on January 4, 2024, from 5:00 to 7:00 pm at North Hill Farms Clubhouse and Invites Community Members to Attend, Learn More, and Share Questions

Public Comment (Three Minutes Time Limit)

Public Communications

City Council

9. Sheriff PAL Winter 2024 Athletics Registration Open December 10, 2023, Through January 7, 2024. Available activities include Junior Basketball Academy, Basketball Academy, Indoor Soccer, Pee Wee Soccer, Track and Conditioning, Cheer Dance and Tumbling, Mentoring, and Coed Intro to Lacrosse. For more information, visit www.sheriffpal.com or email jhickson@sheriffpal.com
10. Talent Development Coalition (TDC) Presents Career Fitness Camp for 18 to 24 year-olds, as well as for adults 25 and older. Deadline for Camp sign-up is Thursday, January 4, 2024 and the Camp begins on Monday, January 8, 2024. To sign up and for more information, contact Carlton D. Jones at 313-585-9950 or Ricky Bradford at 818-391-3910, or use the QR Code on the accompanying flyer.
11. Earthquake featuring LaVar Walker Comedy Show, January 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
12. Dr. Martin Luther King, Jr. Day March in Downtown Pontiac the morning of Monday, January 15, 2024.
13. Dr. Martin Luther King, Jr. Day Program at McLaren Oakland Hospital, Monday, January 15, 2024, from 9:30 to 10:30 am, in the lobby atrium at McLaren Oakland in Downtown Pontiac
14. Greater Pontiac Community Coalition Dr. Martin Luther King, Jr. Day Luncheon, held Monday, January 15, 2024, at 11:30 am, held at the CenterPoint Marriott in Pontiac. For more information, call Derinda Shaw at (248) 335-8740.
15. Oakland County's Historical Society 150th Anniversary Milestone Celebration, Sunday, January 21, 2024. Marks 150 years to the day from the first gathering of the Historical Society in 1874 in Downtown Pontiac. Time and location being finalized.
16. Oakland University Center for Public Humanities Presents "Spreading the Word: Revisiting Dr. Johnetta Brazzell and the Pontiac Oral History Archive," Thursday, January 25, 2024, at 12:00 pm, held at 242 Kresge

Library (the Nyberg Room) on Oakland University's campus, as well as with a Zoom virtual option. Dr. Brazzell conducted interviews in the 1970s with elderly African American residents of Pontiac, Michigan. This event will highlight Johnetta Brazzell and her work, as well as important new work emerging from this oral history collection. For more information, contact the Center for Public Humanities at humanities@oakland.edu.

17. The Steel Drivers Concert at the Flagstar Strand Theatre, Friday, February 16, 2024. Doors Open at 7:00 pm, Show at 8:00 pm. Tickets are now available. The Strand is at 12 N. Saginaw in Downtown Pontiac.
18. The Psychology of Serial Killers, March 15, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
19. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
20. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
21. Glenn Miller Orchestra Performs, Sunday, April 14, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
22. Tuske Performs, Wednesday, April 24, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
23. Eaglemania Performs, Friday, May 3, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.

City Clerk

24. City Council Meeting Tuesday, January 9, 2024, at 6:00 p.m.

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

December 27, 2023, Draft

**Official Proceedings
Pontiac City Council
123rd Session of the Eleventh Council**

Call to order

A Regular Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Wednesday, December 27, 2023, at 12:00 p.m. by Council President Mike McGuinness.

Invocation – Councilwoman Melanie Rutherford – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Mike McGuinness, William Parker Jr., and Melanie Rutherford.

Mayor Tim Greimel was not present.
Deputy Mayor Khalfani Stephens was present.
A quorum was announced.

Authorization to Excuse Councilmembers

Motion to excuse Councilmembers James & Nicholson for personal reasons from the meeting. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Carrington, Goodman, McGuinness, Parker and Rutherford

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Goodman, McGuinness, Parker, Rutherford and Carrington

No: None

Motion Carried

Consent Agenda

23-437 **Resolution to approve the consent agenda for December 27, 2023.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the City Council has reviewed the consent agenda for December 27, 2023.
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for December 27, 2023, including the December 14, 2023, Finance and Personnel Subcommittee Meeting Minutes, December 14, 2023, Public Safety Health and Wellness Subcommittee Meeting Minutes and the December 19, 2023, City Council Meeting Minutes including Closed Session Minutes.

Ayes: McGuinness, Parker, Rutherford, Carrington, and Goodman

No: None

Resolution Passed

Special Presentation

City of Pontiac Code Enforcement Accomplishments in 2023, including latest demolition of blighted structures at 135 Cesar E. Chavez Avenue

Presentation Presenter: Jack McIntyre, Code Enforcement Manager

Recognition of Elected Officials

Bryan Killian, Charter Revision Commission

Agenda Address

None

Agenda Items

Resolution

Human Resources (HR) Department

23-438

Resolution to authorize an increase to the HR Advantage Advisory (HRAA) contract to cover on-site Human Resources Consultant fees not to exceed \$66,000. Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the Human Resources Department had an unexpected vacancy for the City's Human Resources Director; and,

WHEREAS, an on-site Human Resources Consultant was contracted through HR Advantage Advisory to assist the City with its HR responsibilities; and,

WHEREAS, Human Resources is requesting authorization to increase the contract amount for the FY 2023-24 by \$30,000 to pay for the referenced services.

NOW THEREFORE, BE RESOLVED, the Pontiac City Council authorizes the Mayor or his Designee to increase the HRAA contract to an amount not to exceed \$66,000.

Ayes: McGuinness, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Public Comment

1. Veronica Taylor
2. Tiffany Macon
3. Karina Roman
4. Marcus Kelly
5. Kathy Dessureau
6. Billie Swazer
7. Curtis Childs

Councilperson Carrington left the meeting at 1:01 p.m.

Discussion

The road has reopened for eastbound traffic under the Phoenix Center for Orchard Lake Road and Auburn Avenue

U.S. Department of Housing and Urban Development (HUD) Announced \$10 Million in Rehabilitation Funding for North Hill Farms in Pontiac, City Councilman Mikal Goodman Holding Community Forum on January 4, 2024 from 5:00 to 7:00 pm at North Hill Farms Clubhouse and Invites Community Members to Attend, Learn More, and Share Questions

December 27, 2023, Draft

Pontiac Small Business Program Technical Assistance Awards Application Window Opened December 11, 2023, and Applications Being Accepted through January 3, 2024.

Communications

City Council, Mayor's Office and City Clerk's Office

Mayor, Clerk and Council Closing Comments

Deputy Mayor Khalfani Stephens, Councilwoman Melanie Rutherford, Councilman Mikal Goodman, Councilman William Parker Jr. and Council President Mike McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Rutherford and second by Councilperson Parker.

Ayes: Parker, Rutherford, Goodman and McGuinness

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 1:48 p.m.

Jonathan Starks
Deputy City Clerk

#1

ORDINANCE

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR FOUR (4) SPECIFIC PARCELS ON THE WEST SIDE OF PERRY STREET BETWEEN EAST HOWARD AND GLADSTONE PLACE.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefore, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, commonly referred to as 148 E. Howard and 140 E. Howard, Parcel IDs: 14-28-103-016 and 14-28-104-009 from R-2 Two Family Dwelling District to C-1 Local Business/Residential Mixed-Use District and 147 E. Howard, Parcel IDs: 14-29-233-018 and 4-28-103-007 from R-2 Two Family Dwelling District to P-1 Parking District.

Provided Legal Description:

T3N, R10E, SEC 28 ASSESSOR'S PLAT NO 25 LOT 15, ALSO LOT 16 EXC THAT PART TAKEN FOR RD

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 25 LOT 14

T3N, R10E, SEC 28 ASSESSOR'S PLAT NO. 24 LOT 10

T3N, R10E, SEC 28 ASSESSOR'S PLAT NO. 24 LOT 9

Section 2. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

Tim Greimel, Mayor
City of Pontiac, Michigan

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes: _____

Members voting no: _____

Members abstaining: _____

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

TO: Planning Commission
FROM: Corey Christensen, Senior Planner
DATE: December 11, 2023
RE: ZMA 23-013: 148 E Howard St.

Executive Summary

SPR 23-013 is a request by Nathan Stephenson to rezone four parcels at 148 E Howard St. from "R-2" Two Family Dwelling to "C-1" Local Business and "P-1" Parking. The applicant intends to redevelop the property as a barber shop with additional commercial spaces for a potential salon, laundry mat, or banquet hall. The existing structure suffered a fire and was ticketed as a "dangerous building" by the City of Pontiac Code Enforcement team on June 26, 2023. Since that time the applicant has been working diligently with planning, building and code enforcement staff to secure the structure and apply for the permits needed to redevelop the property.

Quick Facts	
Existing Zoning	R-2
Proposed Zoning	C-1
Parcel Area	25,699 Sq. Ft.
Acreage	0.59 acres

The Planning Commission recommends approval without any conditions. At this time, the applicant has not supplied any conditions. The Planning Commission voted in favor 6-0.



Figure 1: Location of Subject Parcel

Overview and History

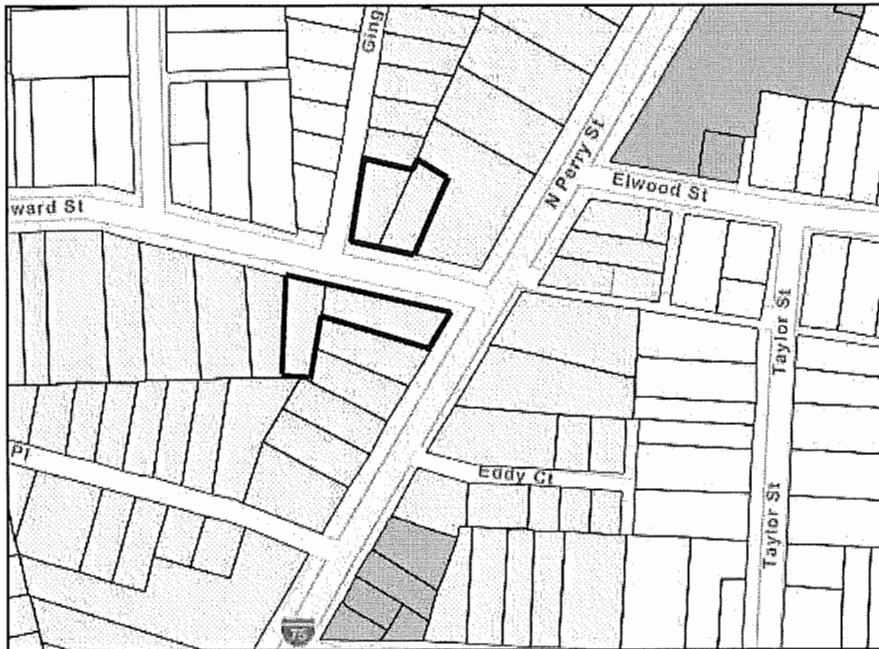
These parcels, like most parcels in this neighborhood, are zoned R-2, two-family dwelling. This classification makes sense for the neighborhood generally, but not at the corner of E Howard St. and Perry St. This property has been utilized for commercial purposes for as long as the City has records of the property. Furthermore, Perry St. is a well trafficked corridor with many commercial properties fronting along it. It is unclear when the zoning of the subject parcel was changed from Commercial to Two-Family Residential, but the result is a legal nonconformity on site. The applicant's building and use were both grandfathered and permitted to continue operating until the

recent fire necessitated redevelopment of the entire site. Since the applicant is demolishing the existing structure and proposing to replace it with a larger building, the property's grandfathered status was rescinded and the site will have to comply with the requirements of the zoning ordinance.

As part of the applicant's proposed redevelopment, the adjacent parcel directly to the west is proposed to be combined with the applicant's current property to facilitate the construction of a larger commercial structure that will sit on both plots of land. Utilizing the adjacent parcel will allow for enough space to meet the current zoning ordinance's parking, buffering, and layout requirements. Furthermore, the two parcels on the north side of E Howard St are proposed to be developed as parking.

The applicant has been working diligently with Building Official Raphael LaFlore to address code violations and to keep the vacant structure boarded up and secure. Approval of this rezoning will allow the applicant to proceed with redevelopment.

In order to ensure the existing structure is demolished and does not sit on the property indefinitely, staff would like to see a commitment from the applicant to demolish within six months. This commitment



should come in the form of a condition and must be volunteered by the applicant. Thus far no condition has been provided in writing.

Location and Zoning Classification

The location of the proposed rezoning can be seen in Figure 1 and 2. The property is zoned R-2 as are most parcels in the immediate area. At last month's informational session, the applicant came forward with a request to rezone only two

Figure 2: Zoning Map

parcels. This was due to Staff's concerns about placing a parking lot in the interior of a residential neighborhood. The Planning Commission, however, encouraged the applicant to revise their application to include the two parcels on the north side of E Howard St. The Commission recommended P-1 rather than C-1 for the parking lot parcels because the P-1 district only permits parking lots, no other uses. While parking lots are not the ideal use of these parcels, the adjacent properties are at least protected against objectionable or inappropriate uses locating on site.

If approved, the parcels rezoned to C-1 will be near other C-1 properties across Perry Street to the north and to the south. The P-1 zoning district will not be near other P-1 zoned parcels, however, it is the nature of the P-1 zoning district to be located where enough development has occurred that off-site parking is needed rather than clustering P-1 parcels to form a district. For this reason, approval would not constitute "spot zoning." The future land use map classifies this property as, "traditional neighborhood."

Standards of Approval

When considering rezonings, City Council shall consider the following criteria.

- A. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The Master Plan's Future Land Use map classifies the subject property as "Traditional Neighborhood." This classification is intended to, "allow a range of housing styles and seeks to replicate Pontiac's traditional neighborhood development pattern." Approval of this rezoning will be a deviation from the plan; however, the classification of this parcel appears to be an oversight in the master plan as it has been utilized for commercial purposes for decades.

- B. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The property is not located within a floodplain or wetland. The topography of the site is level and there are no environmental features that would prohibit general commercial activity. The site has historically operated as a barber shop with no physical, geological, hydrological or environmental concerns.

- C. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

The only uses permitted under the current zoning are single-family or two-family residential. There are many vacant parcels in the neighborhood that are more appropriate for new housing than the intersection of E Howard St and Perry St.

- D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.
- The C-1 Local Business zoning district is compatible with the subject parcel's general vicinity. There are parcels zoned C-1 across Perry St to the north and to the south. C-1 uses are for less intense commercial uses that primarily serve the residents of the immediate area.*

- E. The capacity of the City's utilities and services are sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.
- The City's utilities and services are sufficient to accommodate the proposed use. The site was previously used as a barber shop and the utilities are designed to accommodate uses at this scale.*

- F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

The proposed use of the site is not changing from the historical use of the site. Perry St is well suited to accommodate this commercial traffic.

- G. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the

requested zoning district.

The applicant has requested two parcels be rezoned. The request is reasonable and will not be disruptive to adjacent properties.

H. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

The applicant worked with City Staff to determine the appropriate zoning district for this property and the types of uses being proposed. The C-1 zoning district was selected because it represents the least change necessary to permit the low intensity commercial uses proposed by the applicant while also protecting the neighborhood from high intensity commercial uses that are permitted in C-2 and C-3.

I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

It would not be appropriate to amend the R-2 district to allow for commercial retail or personal services.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

C-1 Local Business is a compatible commercial zoning district with the neighborhood, which already contains parcels zoned C-1, and it will not create an isolated zone within the neighborhood.

Planning Commission Recommendation

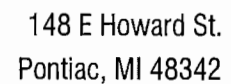
The Planning Commission recommends APPROVAL, 6-0 of the rezoning with no conditions during public hearing at the December 6, 2023 meeting. At this time, no conditions have been supplied by the applicant.

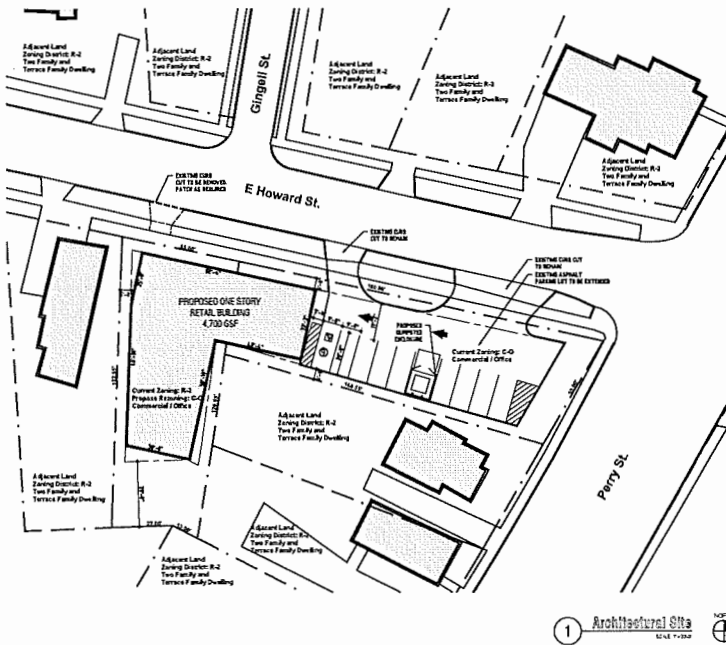
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PROJECT TEAM

LOCATION MAP

[illegible]



1 Architectural Site
SCALE 1"=20'-0"

SITE DATA

Regulation	Information
Period ID	# 14-03-104-009 / 14-29-23-018
Address	148 E Howard St, Portland, ME 04102
Zoning	C-2 - Commercial Office
Parcel Area	113,643.5 Sq Ft / .32 Acres

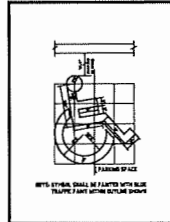
COMPARISON SCHEDULE OF REGULATIONS

Regulation	Required for C-2	Proposed
Surfaces	Front 10' Sides 5' Rear 20'	Front 10' Sides 5' Rear 20'
Building Height	Maximum 30'	10'
Coverage	N/A	N/A
Density	FPM - N/A	N/A

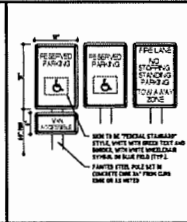
PARKING REQUIREMENTS

Regulation	Required	Proposed
Commercial	1 Space per 500 Sq Ft	8 Spaces Proposed

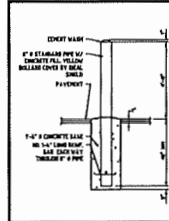
PARKING SPACE PAINT DETAIL



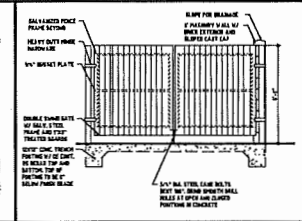
WALKWAY CROP DETAIL



BUILDING DETAIL



CUMBER EXPOSURE DETAIL



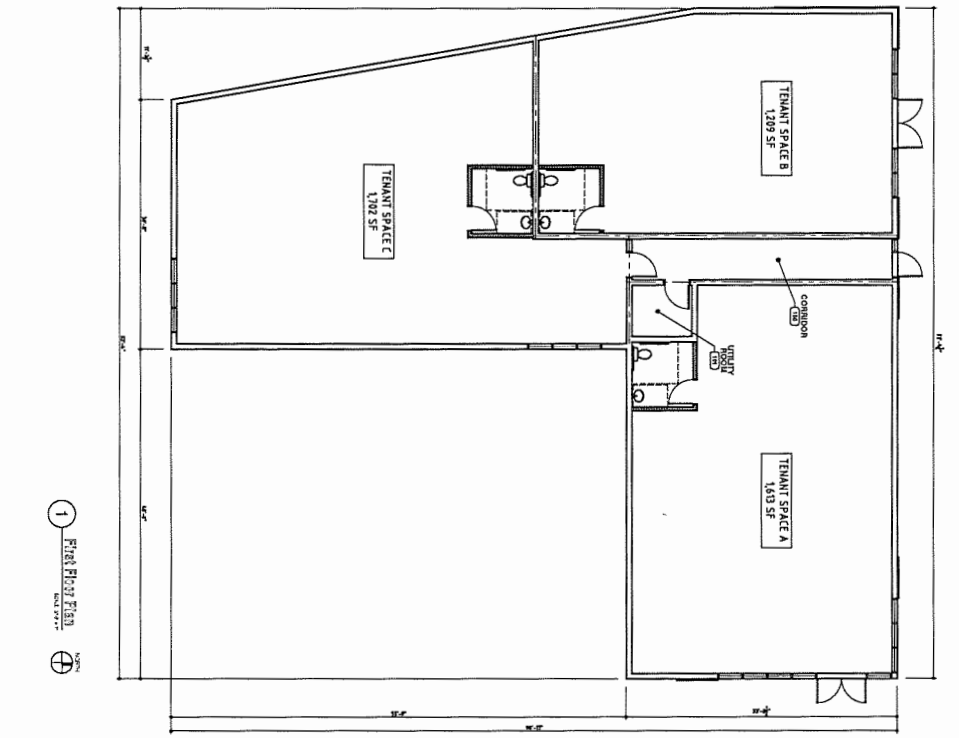
DESIGNHAUS
ARCHITECTURE

AS1.1

148 E Howard St.
Portland, ME 04102

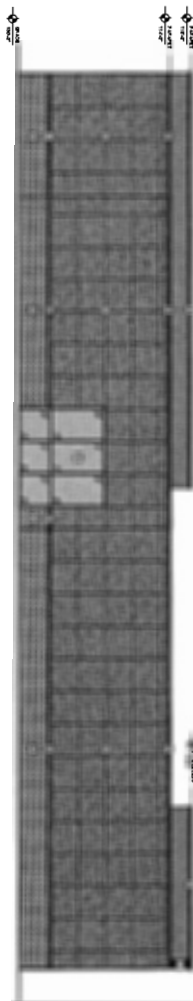
148 E Howard St.
Portland, ME 04102

148 E Howard St.
Portland, ME 04102




1 First Floor Plan
10/22/2023

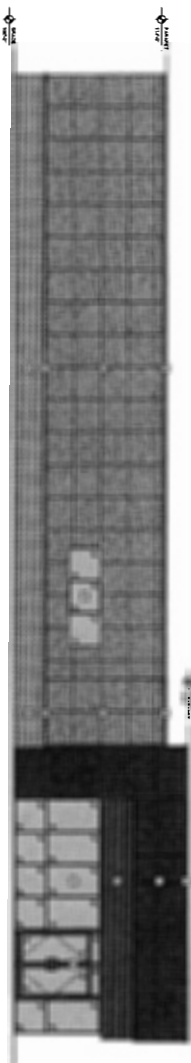
<p>Howard St. Retail 140 E Howard St. Portland, ME 04102</p> <p>First Floor Plan</p>		<p>3300 AUBURN RD. SUITE 300 AUBURN HILLS, MI 48326 T:248.601.4422 F:248.452.5654 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM</p>	<p>DESIGNHAUS EST. 1998 ARCHITECTURE</p>																																																																																																									
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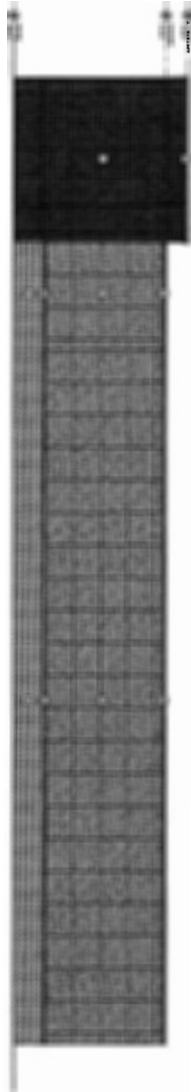
2 General Education
WAC 160-010

[illegible]

<p>A3.1</p> <p>2010.10</p>	<p>Howard St. Retail</p> <p>148 E Howard St. Portland, ME 04262</p> <p>Building Elevations</p>		<p>3300 AUBURN RD, SUITE 300 AUBURN HILLS, MI 48326 T:248.501.4422 F:248.459.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM</p>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>DESIGNHAUS</p> <p>ARCHITECTURE</p> </div> <div style="display: inline-block; vertical-align: middle; text-align: center;"> <p>EST 1998</p> </div>
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1 East Elevation
Scale: 1/8" = 1'-0"



2 West Elevation
Scale: 1/8" = 1'-0"

0	DATE: 10/26/23
0	PROJECT: HOWARD ST. RETAIL
0	CLIENT: DESIGNHAUS ARCHITECTURE
0	DESIGNER: J. J. JONES
0	DATE: 10/26/23
0	PROJECT: HOWARD ST. RETAIL
0	CLIENT: DESIGNHAUS ARCHITECTURE
0	DESIGNER: J. J. JONES
0	DATE: 10/26/23

3300 AUBURN RD, SUITE 300
AUBURN HILLS, MI 48326
T: 248.501.4422 F: 248.452.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

DESIGNHAUS

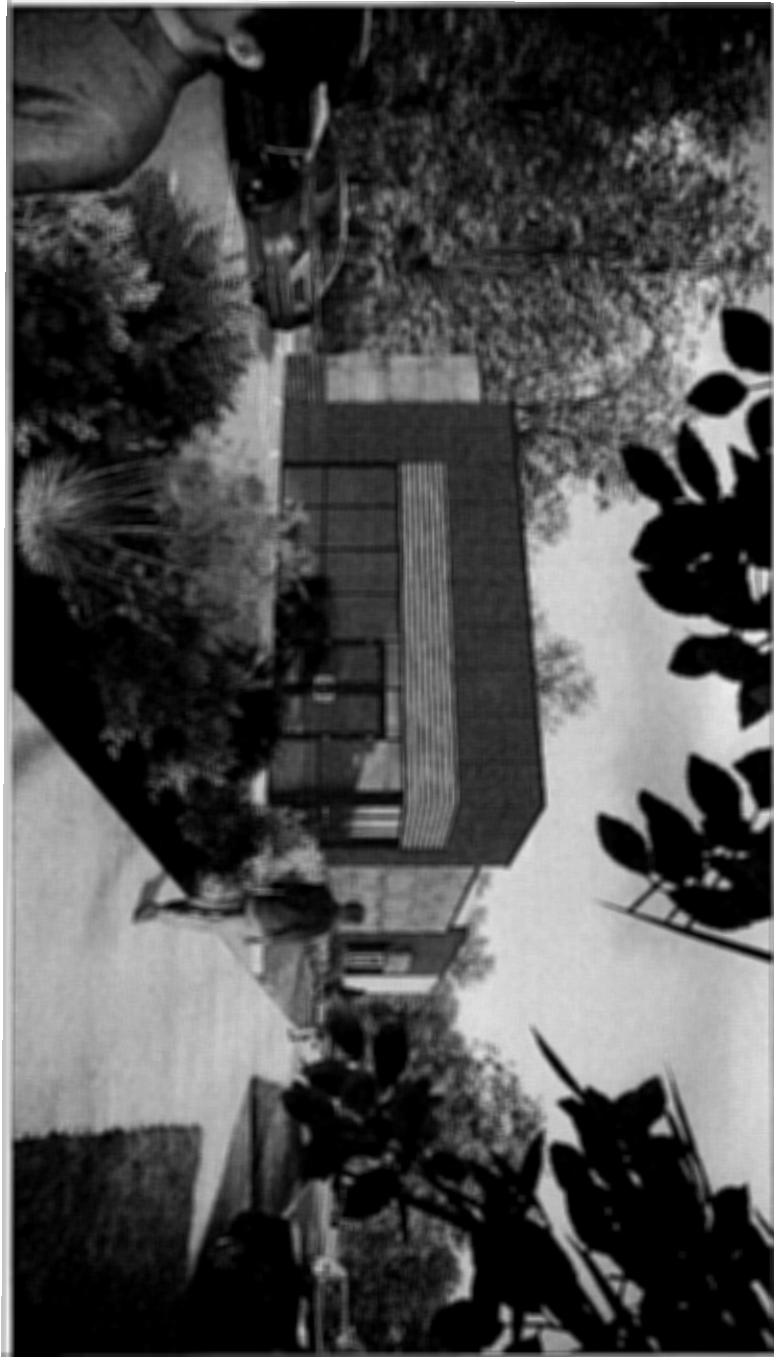
ARCHITECTURE

EST 1998

HOWARD ST. RETAIL
140 E HOWARD BL.
PONTIAC, MI 48133


Building Elevations

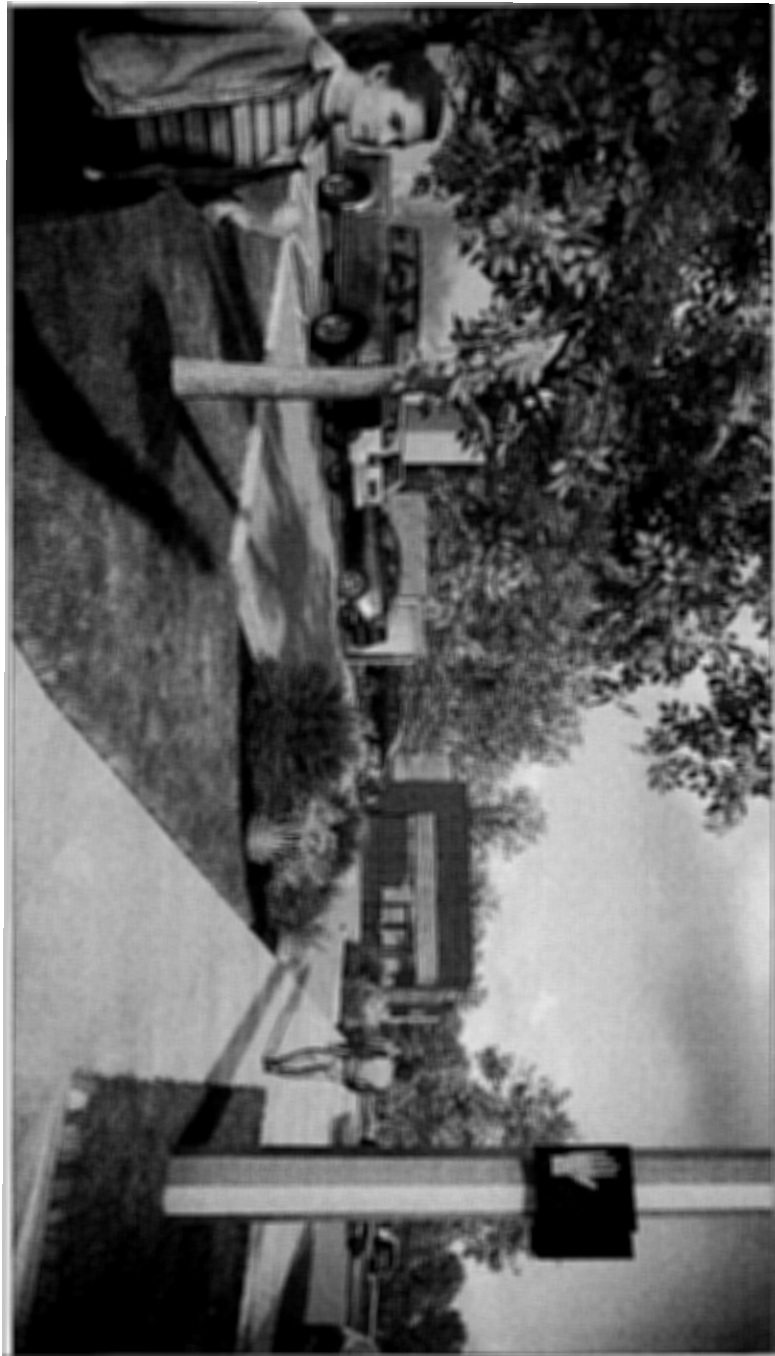
A3.2



A10.1	2023/05	Howard St. Retail 148 E Howard St. Pontiac, MI 48342		NOTES										3300 AUBURN RD, SUITE 300 AUBURN HILLS, MI 48326 T:248.801.4422 F:248.452.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM	DESIGNHAUS ARCHITECTURE	EST. 1998
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A10.2	02/10	Howard St. Retail		<table border="1"><tr><td>DATE</td><td>10/25/2013</td></tr><tr><td>BY</td><td>AD</td></tr><tr><td>CHECKED</td><td></td></tr><tr><td>DESIGNED</td><td></td></tr><tr><td>PROJECT</td><td></td></tr><tr><td>CLIENT</td><td></td></tr><tr><td>LOCATION</td><td></td></tr><tr><td>PHASE</td><td></td></tr><tr><td>STATUS</td><td></td></tr><tr><td>REVISIONS</td><td></td></tr><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr><tr><td>3</td><td></td></tr><tr><td>4</td><td></td></tr><tr><td>5</td><td></td></tr><tr><td>6</td><td></td></tr><tr><td>7</td><td></td></tr><tr><td>8</td><td></td></tr><tr><td>9</td><td></td></tr><tr><td>10</td><td></td></tr><tr><td>11</td><td></td></tr><tr><td>12</td><td></td></tr><tr><td>13</td><td></td></tr><tr><td>14</td><td></td></tr><tr><td>15</td><td></td></tr><tr><td>16</td><td></td></tr><tr><td>17</td><td></td></tr><tr><td>18</td><td></td></tr><tr><td>19</td><td></td></tr><tr><td>20</td><td></td></tr><tr><td>21</td><td></td></tr><tr><td>22</td><td></td></tr><tr><td>23</td><td></td></tr><tr><td>24</td><td></td></tr><tr><td>25</td><td></td></tr><tr><td>26</td><td></td></tr><tr><td>27</td><td></td></tr><tr><td>28</td><td></td></tr><tr><td>29</td><td></td></tr><tr><td>30</td><td></td></tr><tr><td>31</td><td></td></tr><tr><td>32</td><td></td></tr><tr><td>33</td><td></td></tr><tr><td>34</td><td></td></tr><tr><td>35</td><td></td></tr><tr><td>36</td><td></td></tr><tr><td>37</td><td></td></tr><tr><td>38</td><td></td></tr><tr><td>39</td><td></td></tr><tr><td>40</td><td></td></tr><tr><td>41</td><td></td></tr><tr><td>42</td><td></td></tr><tr><td>43</td><td></td></tr><tr><td>44</td><td></td></tr><tr><td>45</td><td></td></tr><tr><td>46</td><td></td></tr><tr><td>47</td><td></td></tr><tr><td>48</td><td></td></tr><tr><td>49</td><td></td></tr><tr><td>50</td><td></td></tr><tr><td>51</td><td></td></tr><tr><td>52</td><td></td></tr><tr><td>53</td><td></td></tr><tr><td>54</td><td></td></tr><tr><td>55</td><td></td></tr><tr><td>56</td><td></td></tr><tr><td>57</td><td></td></tr><tr><td>58</td><td></td></tr><tr><td>59</td><td></td></tr><tr><td>60</td><td></td></tr><tr><td>61</td><td></td></tr><tr><td>62</td><td></td></tr><tr><td>63</td><td></td></tr><tr><td>64</td><td></td></tr><tr><td>65</td><td></td></tr><tr><td>66</td><td></td></tr><tr><td>67</td><td></td></tr><tr><td>68</td><td></td></tr><tr><td>69</td><td></td></tr><tr><td>70</td><td></td></tr><tr><td>71</td><td></td></tr><tr><td>72</td><td></td></tr><tr><td>73</td><td></td></tr><tr><td>74</td><td></td></tr><tr><td>75</td><td></td></tr><tr><td>76</td><td></td></tr><tr><td>77</td><td></td></tr><tr><td>78</td><td></td></tr><tr><td>79</td><td></td></tr><tr><td>80</td><td></td></tr><tr><td>81</td><td></td></tr><tr><td>82</td><td></td></tr><tr><td>83</td><td></td></tr><tr><td>84</td><td></td></tr><tr><td>85</td><td></td></tr><tr><td>86</td><td></td></tr><tr><td>87</td><td></td></tr><tr><td>88</td><td></td></tr><tr><td>89</td><td></td></tr><tr><td>90</td><td></td></tr><tr><td>91</td><td></td></tr><tr><td>92</td><td></td></tr><tr><td>93</td><td></td></tr><tr><td>94</td><td></td></tr><tr><td>95</td><td></td></tr><tr><td>96</td><td></td></tr><tr><td>97</td><td></td></tr><tr><td>98</td><td></td></tr><tr><td>99</td><td></td></tr><tr><td>100</td><td></td></tr></table>	DATE	10/25/2013	BY	AD	CHECKED		DESIGNED		PROJECT		CLIENT		LOCATION		PHASE		STATUS		REVISIONS		1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100		3300 AUBURN RD, SUITE 300 AUBURN HILLS, MI 48326 T:248.601.4422 F:248.453.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM	DESIGNHAUS ARCHITECTURE	EST 1998
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A10.3 DWG	Howard St. Retail 140 E Howard St. Portland, ME 04202		<table border="1"><tr><td>Project No.</td><td>10000</td></tr><tr><td>Client</td><td>Howard St. Retail</td></tr><tr><td>Architect</td><td>David A. Smith</td></tr><tr><td>Engineer</td><td></td></tr><tr><td>Surveyor</td><td></td></tr><tr><td>Interior Designer</td><td></td></tr><tr><td>Landscaper</td><td></td></tr><tr><td>Other</td><td></td></tr></table>	Project No.	10000	Client	Howard St. Retail	Architect	David A. Smith	Engineer		Surveyor		Interior Designer		Landscaper		Other		3300 AUBURN RD., SUITE 300 AUBURN HILLS, MI 48326 T:248.601.4422 F:248.450.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM	DESIGNHAUS ARCHITECTURE	EST. 1998
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Interior Designer																						
Landscaper																						
Other																						
	Graphic Illustrations																					

Community Development Department

Rachel Loughrin, Director
Larry Domski, Building Official
Jack McIntyre, Code Enforcement Manager
Deborah Younger, Economic Development Manager
Mark Yandrick, Planning Manager



December 7, 2023

Nathan Stephenson
290 Liberty St. Apt #9
Pontiac, MI 48341

RE: Decision of the Planning Commission

Dear Nathan Stephenson:

This letter is to inform you of the decision made by the Planning Commission at the Wednesday December 6, 2023, meeting. The Planning Commission **APPROVED** the Zoning Map Amendment for case ZMA23-013 for a request to rezone 148 E Howard from R-1 to P-1, R-2 to C-1. The decision was approved 5-0.

Please contact the Planning Division of the Community Development Department at (248) 758-2815 or email at cchristenson@pontiac.mi.us to discuss the next steps of the Building and Zoning Process.

Thank you,

A handwritten signature in black ink, appearing to read "Corey Christensen", followed by a horizontal line.

Corey Christensen
Senior Planner

#2

ORDINANCE

**STATE OF
MICHIGAN COUNTY
OF OAKLAND CITY
OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE TEXT AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO CLARIFY THE MINIMUM LOT WIDTH IN THE R-1 ZONING DISTRICT TO INCLUDE:

ARTICLE 2, CHAPTER 3, SECTION 2.301, TABLE 3 – DIMENSION STANDARDS;

ARTICLE 2, CHAPTER 3, SECTION 2.304 – R-1, R-1A, R-1B ONE FAMILY DWELLING DISTRICTS; AND

ARTICLE 6, CHAPTER 5, SECTION 2.506 – APPLICATION TO LOTS OF RECORD.

THE CITY OF PONTIAC ORDAINS:

Table 3. Dimension Standards											
Zoning District	Minimum Lot Dimensions			Minimum Setback: Common Yard or Front Parking				Minimum Setback: Stoop, Courtyard, or Streetfront			
	Interior Width (ft.)	Corner Width (ft.)	Area (sq. ft.)	Private Frontage (ft.) ^(A, B)				Private Frontage (ft.) ^(A, B)			
Front ^(D)				Side (street) ^(E)	Side (interior)	Rear	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	
R-1 ^(F)	40 ft.	75 ft.	7,200	25 ^(G)	5	5 ^(K)	30	15	5	5 ^(K)	30
R-1A ^(F)	80 ft. ^(H)	95 ft. ^(H)	9,6200 ^(H)	25 ^(G)	10	10	30	15	10	10	30
R-1B ^(F)	100 ft. ^(H)	115 ft. ^(H)	16,000 ^(H)	25 ^(G)	10	10	30	15	10	10	30
R-2 ^(L)	See Section <u>2.305</u>			25 ^(G)	15	5 ^(K)	30	5-10 ^(I, J)	5-15 ^(I, J)	5	30
R-3	See Section <u>2.306</u>			25 ^(G)	15	5	30	5-10 ^(I, J)	5-15 ^(I, J)	5	30
C-O ^(O)	See Section <u>2.307</u>			25 ^(G)	15	5 ^(M)	30	5-10 ^(I, J)	5-15 ^(I, J)	5 ^(M)	30
C-1	20	20	2,000	8	10	0 ^(Q)	20	0-10 ^(I, J)	5-15 ^(I, J)	0 ^(Q)	20
C-2	20	20	2,000	10 ^(R)	5	5	10	0-5 ^(I, J)	0-5 ^(I, J)	0	10
C-3	60	60	6,000	10	10	0 ^(T)	20	0-10 ^(I, J)	5-15 ^(I, J)	0 ^(T)	20
C-4	150	150	60,000	15	15	10	20	15	15	10	20
M-1	100	100	13,000	15	15	14 ^(M)	10 ^(U)	0-15 ^(I, J)	5-15 ^(I, J)	14 ^(M)	10 ^(U)
M-2	200	200	125,000	40	25 ^(U)	15 ^(U)	10 ^(U)	20	15 ^(U)	15 ^(U)	10 ^(U)
IP-1	--	--	--	25	25 ^(V)	20 ^(W)	20 ^(W)	15	15 ^(V)	20 ^(W)	20 ^(W)
R-4	Refer to Article <u>3</u> , Chapter <u>2</u>										
R-5	Refer to Article <u>3</u> , Chapter <u>3</u>										
PURD	Refer to Article <u>3</u> , Chapter <u>1</u>										

Table 3. Dimension Standards

Zoning District	Minimum Lot Dimensions			Minimum Setback: Common Yard or Front Parking Private Frontage (ft.) ^(A, B)				Minimum Setback: Stoop, Courtyard, or Streetfront Private Frontage (ft.) ^(A, B)			
	Interior Width (ft.)	Corner Width (ft.)	Area (sq. ft.)	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear
R-O	Refer to Article <u>3</u> , Chapter <u>4</u>										
C-C	Refer to Article <u>3</u> , Chapter <u>5</u>										
G-O-T	Refer to Article <u>3</u> , Chapter <u>6</u>										
MUD	Refer to Article <u>3</u> , Chapter <u>7</u>										
TC	Refer to Article <u>3</u> , Chapter <u>8</u>										
SP	Refer to Article <u>3</u> , Chapter <u>9</u>										

Amend Article 2, Chapter 3, Section 2.304 -

2.304 R-1, R-1A, R-1B One Family Dwelling Districts.

- C. Permitted and Special Exception Uses. Refer to Table 2 for permitted and special exception uses in the R-1 district.

LOT REQUIREMENT	DIAGRAM KEY	R-1 R-1A R-1B		
Minimum Lot Width (interior lot)	A	40 ft. ¹	80 ft.	100 ft.
Minimum Lot Width (corner lot)	B	75 ft.	95 ft.	115 ft.
Minimum Lot Area (sq. ft.)	(A or B)*C	7,200	9,600	16,000

D. Required Street Frontage. All buildings constructed within the R-1 districts shall be located on lots having, at minimum, 15 feet of frontage on a public or private right-of-way or permanent, unobstructed easement-of-record of at least a 40 foot width,

improved as would be a public right-of-way pursuant to Sections 106-102 and 106-127 of City Code.

Amend Article 6, Chapter 5, Section 6.506

6.506 Application to Lots of Record

- C. For the purpose of erecting a single-family detached dwelling within the R-1 One-family Dwelling District and R-2 Two-family and Terrace Dwelling District, a previously platted (or otherwise legally created) non-conforming lot, including those which are contiguous with one (1) or more other lots under the same ownership, shall be considered conforming with respect to the applicable minimum required lot width and lot area requirements of this ordinance IF the proposed development or said lot would conform to all other applicable requirements and standards, including but not limited to: building appearance and placement, minimum floor area and height etc. AND if the following circumstance applies:
1. Neither the current owner nor prospective purchaser of the lot in question owns the adjacent property(s), and the lot in question is at least 40 feet wide and provides a lot area of no less than 4,800 sq. ft.

¹ Lot width may not be less than the width of the majority (50% or more) of lots in the surrounding area that are developed with existing single-family dwellings. Surrounding area shall be defined as all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot. For example, if a parcel is 80 feet wide and the majority of parcels along the same street and within 500 feet of the property are 50 feet wide then the subject parcel could not be split as it would create two parcels with frontages less than the street average.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Corey Christensen, Senior Planner
DATE: December 11, 2023 (Updated from October 26, 2023)
RE: Zoning Text Amendment: Minimum Lot Width Reduction

Executive Summary:

The following is a City-initiated text amendment to Article 2, Chapter 3, Section 2.301, Article 2, Chapter 3, Section 2.304 and Article 6, Chapter 5, Section 6.506 which would reduce the minimum required lot width in the R-1 zoning district from 60 feet to 40 feet. The 60-foot standard was established in the 1990s as a way to increase housing size, lot size and property values in neighborhoods, however, this does not appear to be the actual result of the change. Previous City zoning codes had smaller minimum lot dimensions. This is why the majority of single-family residential parcels in the City of Pontiac have lot widths between 40 and 50 feet. Consequently, there are a large number of nonconforming parcels in the city that are prohibited from subdividing, which would allow for further redevelopment, despite having lot dimensions consistent with the parcels in the block or neighborhood.

The Planning Commission recommended APPROVAL, 6-0, of the Zoning Text Amendment to the City Council during the public hearing at their December 6, 2023 meeting.

Overview:

Rationale:

Under the current regulatory framework, the minimum lot width is 60 feet for subdividing lots. For new home construction, there is an exception provided to allow for the development of narrower lots when the majority of parcels in the immediate area are also less than 60 feet wide. This exception is provided by Section 6.506(C)(1) which states that a nonconforming parcel may be developed if:

6.506(C)(1): The planning administrator has determined the lot in question is the same size or larger, with respect to its lot width and lot area, than the majority (50% or more) of those lots in the surrounding area that are developed with existing single-family dwellings. For purposes of this section, "surrounding area" shall mean all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot.

This exception addresses the majority of nonconforming residential parcels in the City and provides a path towards redevelopment of such parcels, but it is not comprehensive and in some circumstances is still prohibitive towards redevelopment. For example, parcels with a width of 80 to 119 feet are not permitted to be split and developed individually because that would result in parcels under 60 feet wide. This is despite the fact that most residential parcels in the City are between 40 and 50 feet. It's important to note that it's impossible to have every subdivided lot uniform with the neighborhood in which it sits. Lastly, the current framework of the zoning code's language is cumbersome and may confuse property owners who are unaware their nonconforming parcel is developable since the

minimum requirement stated in the ordinance is 60 feet. Unless they are familiar with zoning ordinances and know to look in the nonconformities section, or unless they reach out to speak with staff directly, they may be unaware their parcel is legally nonconforming and developable. The rationale for this text amendment is to provide clarity to property owners and developers and to provide a path towards redevelopment for a greater number of vacant parcels in the City.

See Figure 1 for an example. Under the current ordinance this parcel is not eligible to be split because the resulting parcels would be under 60 feet in width. Under this proposed text amendment, however, the parcel could be split because the two resulting parcels would be greater than the 40 foot minimum and consistent with the average lot width of the surrounding area.

Figure 1: Example



Planning Commission Recommendation

The Planning Commission recommended APPROVAL, 6-0, of the Zoning Text Amendment to City Council during the public hearing at the Wednesday, December 6th meeting.

#3

ORDINANCE

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. _____

ZONING ORDINANCE TEXT AND MAP AMENDMENT

**AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO
CLARIFY PUBLIC HEARING NOTICE REQUIREMENTS:**

AMEND ARTICLE 6, CHAPTER 9, SECTION 6.902;

THE CITY OF PONTIAC ORDAINS:

Amend Article 2, Chapter 9, Section 6.902:

6.902 General Public Hearing Procedures.

The following procedures are applicable to all public hearings except zoning ordinance text and map amendments, which are described in Section 6.903, below.

A. **Publication in a Newspaper of General Circulation.** Notice of the request shall be published in a newspaper of general circulation not less than 15 days before the date the application will be considered for approval.

B. **Personal and Mailed Notice.**

- 1 Notice shall be sent by mail or personal delivery to the owners of property for which approval is being considered.
- 2 Notice shall be sent to all persons to whom real property is assessed within ~~300~~ 500 feet of the property, regardless of municipal jurisdiction.
- 3 Notice shall be given to the occupants of all structures within ~~300~~ 500 feet of the property regardless of municipal jurisdiction. Notification need not be given to more than one occupant of a structure, except that if a structure

contains more than one dwelling unit or spatial area leased by different persons, one occupant of each unit or spatial area shall be given notice. If a single structure contains more than 4 dwelling units or other distinct spatial areas owned or leased by different persons, notice may be given to the manager or owner of the structure who shall be requested to post the notice at the primary entrance(s) to the structure.

- 4 All notice delivered by mail or personal delivery must be given not less than 15 days before the date of the public hearing. Notice shall be deemed given when personally delivered or when deposited during normal business hours for delivery with the US postal service or other public or private delivery service. If the name of the occupant is not known, the term "occupant" may be used for the intended recipient of the notice.
- 5 The City shall prepare a list of property owners and occupants to whom notice was mailed.

C. **Content.** Any notice published in a newspaper or delivered by mail shall:

- 1 Describe the nature of the request.
- 2 Indicate the property that is the subject of the request.
- 3 Include a listing of all existing street addresses within the property. If no such addresses exist, other means of identifying the property may be used.
- 4 When and where the public hearing will occur.
- 5 When and where written comments may be submitted concerning the request.

D. ***Posting of Signs for Zoning Map Amendments, Special Exceptions, or Right-of-Way Vacations.*** *An applicant requesting a Zoning Map Amendment, Special Exception, or Right-of Way Vacation shall construct and install a sign indicating the requested change. The signage is required to ensure adequate public notice. All signage must meet the following requirements:*

- 1 *The sign(s) shall be installed no less than fifteen (15) days prior to public hearing at the Planning Commission meeting.*
- 2 *All Signs related to Zoning Map Amendments and Special Exception Applications must abide by the following requirements:*
 - a. *All signs must be uniform and follow the template provided in the Application for Zoning Map Amendment and/or Special Exception. All signs must comply with the following sign specifications:*
 - i. *Block style black lettering on a yellow background.*
 - ii. *Signs shall be a minimum four (4) feet vertical by six (6) feet horizontal.*
 - iii. *Sign face must be re-enforced plastic, exterior plywood, aluminum, or similar material.*
 - b. *Required Signs in All Districts Except the C-2 Downtown District must abide by the following requirements:*
 - i. *The sign(s) shall be installed on the parcel(s) requested for the land use change.*
 - ii. *The sign(s) shall not be placed within the public right-of-way nor shall the sign(s) obstruct clear vision for motorists per the Clear Vision Ordinance.*
 - iii. *In the event the parcel fronts on more than one roadway, signage shall be required for all adjoining public roadways.*
 - c. *Required Signs in the C-2 Downtown District must abide by the following requirements:*
 - i. *Applicants shall either affix signs to interior windows or shall post signage on the parcel which is the subject of the property.*
 - ii. *Window Signs shall abide by the following requirements:*
 - A. *Signage shall be affixed to the ground-floor interior window(s).*
 - B. *Window(s) shall be clear glass and no encumbrances to viewing the sign(s) or the sign(s) shall be surely attached to a building wall.*
 - C. *Paper sign(s) may be approved at the discretion of staff on a case-by-case basis.*

iii. *Exterior Signs shall abide by the following requirements:*

- A. Sign(s) must be located a minimum of three (3) feet from ground level and have no encumbrances that block the signage and able to withstand lateral winds of 14 pounds per square foot.*
- B. Sign support system must be structurally sound.*
- C. Posts, if required, shall be set in the ground at least 24 inches below the surface.*
- D. The bottom of the sign(s) shall be no less than three (3) feet above the ground level.*

3. *All signage for right-of-way or alleyway vacations must abide by the following requirements:*

- a. Signs must be uniform and follow the template provided in Application for Right of Way Vacation.*
- b. Signs shall be placed perpendicular to the adjoining roadway either in the right-of-way or on adjacent property and be clearly visible.*
- c. If the applicant of the right-of-way vacation is not able to secure a 24 square foot temporary sign, they may elect to install a minimum of two (2) sandwich board signs each of which shall be a minimum of six (6) square feet.*
- d. Signs shall be clearly visible from the adjacent public streets and located in the right-of-way, alley, or adjacent properties to the right-of-way.*
- e. Sandwich boards shall be positioned toward roadways and shall be weighted down to protect against wind resistance.*

4. *Duration*

- a. Sign(s) are required to be posted at the subject site for the duration of the public notification period (15 Days).*
- b. The applicant shall provide the Community Development Department with a photograph of the sign(s) on the parcel(s) which shall be emailed to planning@pontiac.mi.us. The photograph(s) shall be sent the day the sign(s) is posted with a date shown on the picture.*

- c. In the event of a failure to post the required sign(s) within the public notification period, the request will not be heard at the scheduled public hearing.*
- d. Sign(s) required above shall be removed within three (3) days after the final public hearing has been completed. Failure to remove sign(s) within this period may result in the removal of the sign(s) by the City, following notice and an opportunity to cure, at the owners expense.*



TO: Planning Commission

FROM: Mark Yandrick, Planning Manager
Paul Harang, Planner
Corey Christensen, Senior Planner

DATE: December 11, 2023

RE: Zoning Text Amendment: Public Notification Signage

Executive Summary:

The City proposes a Zoning Text Amendment that would modify the public hearing notice requirements in the City's Zoning Code Chapter 9, Section 6.902.

First, the City proposes to increase the buffer distance that public hearing letters are mailed. Currently, every property owner and property occupant within 300' of the subject property receives notice from the City. This proposal would increase the buffer for every property owner and occupants to within 500'.

Lastly, staff proposes that public notification signs be installed by the applicant for Zoning Map Amendment (Rezoning), Special Exceptions, or Vacation of Streets or Alleyways. This increases public knowledge of upcoming public hearing notices.

Planning Commission recommended APPROVAL, 6-0, of these text Amendments at the December 6 Public Hearing. The City Council will need to hold two readings.

Overview:

Rationale

After careful research regarding buffering distances for public hearing letters to property owners, the City is proposing an increase from 300' to 500'. This change is being proposed to increase the knowledge of surrounding residents for any public hearing, which may impact their real property.

The proposed ordinance also touches on public notification sign(s). Currently, public notification sign(s) are not required within the City of Pontiac. After reviewing other municipalities' ordinances and understanding community support for the sign(s), the Community Development Department feels the need to better notify the public due to the volume of requests that the Planning Commission is reviewing. When posted, the sign(s) will display the request by providing information relative to the request in a manner visible to the public, but not obstructing clear vision for motorists. The sign(s) will advertise upcoming hearings to signal neighbors that a piece of property could be redeveloped, potentially transforming a parcel into a new use, or indicating the potential for a right-of-way vacation. The intent of the sign(s) is to try to cover all the bases and give people several chances to inquire about a specific land use change or right-of-way vacations that could affect them.

Proposal

Staff is proposing an increase in buffering for notices sent by mail or personal delivery to property owners as well as require the posting of sign(s) on parcel(s) requesting one (1) of three (3) public hearings. These public hearings include:

1. Zoning Map Amendments
2. Special Exceptions
3. Right-of-Way Vacations

The sign(s) will be placed by the applicant on properties where a land use change has been requested or on the right-of-way where vacations are being sought. To achieve this, staff are proposing the following requirements. **Public Hearing Buffer Distance**

1. Public hearing letters mailed or delivered to property owners and occupants shall increase from 300' to 500' and be given not less than 15 days before the date of the public hearing.

Public Hearing Posted Sign Requirement

2. **For Zoning Map Amendment and Special Exceptions Only:** The applicant shall create and install sign(s) on the parcel(s) where a land use change has been requested, no less than 15 days prior to a public hearing. Signs must be removed 3 days after the final public hearing. The applicant shall provide the Community Development Department with a photograph of the sign(s) on the parcel(s) which shall be emailed to the department. Failure to remove the sign(s) within this period may result in the removal of the sign(s) by the City, following notice and an opportunity to cure at the owner's expense.
3. Sign(s) shall be displayed perpendicular to the adjoining roadway in a manner visible to the public along roads, but not obstruct the clear vision of motorists.
4. Sign(s) shall be constructed of reinforced plastic, exterior plywood, aluminum, or similar material and be structurally sound.
5. Sign(s) shall be 4 feet by 6 feet in size and be structurally sound. The posts, if required, shall be set in the ground at least 24 inches below the surface. The bottom of the sign(s) shall be no less than three (3) feet above ground level.
6. **For Right-Of-Way and Alley Vacations Only:** The 24 square foot sign provided by the applicant shall be located within the right-of-way or on adjacent property of the requester that is visible from the right-of-way without restricting the vision of motorists as described in #3 above. The applicant may elect to alternatively install a minimum of two (2) sandwich board ("A" frames) signs each of which shall be a minimum of six (6) square feet. These signs should be weighted down to mitigate wind resistance.
7. **For the C-2 Downtown District only,** Sign(s) within the C-2 District shall affix notification sign(s) to ground floor interior window(s). Window(s) shall be clear glass and no encumbrances to viewing the sign(s) or the sign(s) shall be securely attached to the building wall. Sign(s) must be located a minimum of three (3) feet from ground level and have no encumbrances that block the signage.
8. The sign(s) face shall be composed of block black letters on a yellow background with a template provided by staff.

Planning Commission Recommendation

The Planning Commission recommended APPROVAL , 6-0 of these text amendments during a public hearing at their December 6, 2023 meeting.

#6

RESOLUTION



Community Development – Code Enforcement Division

TO: Pontiac City Council

FROM: Jack McIntyre, Manager of Code Enforcement

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: December 11, 2023

RE: **Code Enforcement Full-Time Parking Position and Vehicle Purchase**

With the 23/24, Budget year the City of Pontiac's City Council approved one full time and one part time code enforcement inspector position to be assigned to the downtown for parking enforcement. To cover additional days and evenings of parking enforcement and for vacation or personal time off, it is necessary to change the part time position to full time. In addition it is necessary to purchase another vehicle that will be assigned to the downtown parking enforcement.

The creation of an additional full-time position and the purchase of a new vehicle requires Council's approval.

WHEREAS, The Code Enforcement Division has the need to create an additional full time Inspector position for the downtown parking enforcement and purchase an additional vehicle.

WHEREAS, The Code Enforcement funds require a budget amendment for fiscal year 2023/2024. Fiscal Year budget to cover these costs,

NOW, THEREFORE
IT IS RESOLVED: The Pontiac City Council approves the proposed budget amendment for fiscal year 2023-2024 to increase GL 249-371-702.000 salary and wages account by \$22,499.99, GL 249-371-718.500 401A Employer Cost account by \$900.00, GL 249-371-716.000 Medical Insurance by \$5,887.50, GL 249-371-719.001 Dental by \$ 568.00, GL 249-371-716.011 Hearing by \$5.00, GL 249-371-717.000 Life Insurance by \$ 928.00. GL 249-371-719.000 Workers Comp by \$500.00, GL 249-371-725.000 Sick and vacation by \$216.35, GL 249-371-707.003 and GL 249-371-977.002 Vehicles by \$29,308.00.

Location	Position (*inciates potentially funded by grants)	Allocation	Salary 2023	2024 Salary (3% increase)	FICA (7.65%)
249-371	Code Enforcement Inspector - Parking FT Days	100%	\$ -	\$ 44,999.97	\$ 3,442.50
249-371	Code Enforcement Inspector - Parking FT Days (6 Months Prorated)	100%	\$ -	\$ 22,499.99	\$ 1,721.25

401A Employer Cost - 718.500 (Estimate 4% of Salary)	Medical Insurance -716.000 (Exclude Opt-out EEemployees)	Dental (719.001)	Hearing / Optical 716.011	Life Insurance & Short-term Disability & AD&D 717.000	Healthcare Waiver - 721.010	Workers Comp - 719.000	Sick & Vacation Contribution- 725.000 (20/2080=1/104)	Cell phone 707.003	Totals
\$ 1,800.00	\$ 11,775.00	\$ 568.00	\$ 10.00	\$ 928.00		\$ 1,000.00	\$ 432.69	\$ 600.00	\$ 65,556.16
\$ 900.00	\$ 5,887.50	\$ 284.00	\$ 5.00	\$ 464.00	\$ -	\$ 500.00	\$ 216.35	\$ 300.00	\$ 32,778.08

Prepared For: City Of Pontiac
Mcintyre, JackDate 12/04/2023
AE/AM EC/BM2

Unit # 27JZW2

Year 2024 Make Chevrolet Model Equinox

Series LS w/1FL All-Wheel Drive

Vehicle Order Type In-Stock Term 60 State MI Customer# 247654

\$ 29,308.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>MI</u>
\$ 103.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00 *	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Please Provide
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Medium Ash Gray w/Premium Cloth Seat Tr
Lic. Plate Type	Title Only
GVWR	0

\$ 29,308.00	Total Capitalized Amount (Delivered Price)
\$ 366.35	Depreciation Reserve @ <u>1.2500%</u>
\$ 169.65	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 536.00	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 42.78	Full Maintenance Program ³ Contract Miles <u>35,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 42.78	Additional Services SubTotal
\$ 0.00	Sales Tax <u>6.0000%</u> State <u>MI</u>
\$ 578.78	Total Monthly Rental Including Additional Services
\$ 7,327.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City Of Pontiac

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 300.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 300.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 300.00

**VEHICLE INFORMATION:**

2024 Chevrolet Equinox LS w/1FL All-Wheel Drive - US

Series ID: 1XX26

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$27,141.3	\$28,450.00
Total Options	\$714.35	\$785.00
Destination Charge	\$1,395.00	\$1,395.00
Total Price	\$29,250.65	\$30,630.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White

Interior: HC8-(0 I) Medium Ash Gray w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5CY	Tires: P225/65R17 All-Season Blackwall	STD	STD
AG1	Driver 8-Way Power Seat Adjuster	Included	Included
AG6	Front Passenger 4-Way Manual Seat Adjuster	Included	Included
AKO	Deep-Tinted Rear Glass	Included	Included
AL9	2-Way Power Driver Lumbar Control Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
CNI	GVWR: 4,630 lbs (2,100 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
FX6	3.87 Final Drive Axle Ratio	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
HC8_01	(0 I) Medium Ash Gray w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System w/AM/FM	STD	STD
LSD	Engine: 1.5L Turbo DOHC 4-Cyl SIDI VVT	STD	STD
MNH	Transmission: Electronic 6-Speed Auto w/OD	STD	STD
PAINT	Monotone Paint Application	STD	STD
PCR	LS Convenience Package	\$714.35	\$785.00
RZS	Wheels: 17" Aluminum	STD	STD
STD TM	Premium Cloth Seat Trim	STD	STD
U2K	SiriusXM	Included	Included
UDD	Multi-Color Enhanced Driver Instrument Info Display	Included	Included
UPG	Bluetooth For Phone	Included	Included
USS	2 Rear USB Charging-Only Ports	Included	Included
UST	2 USB Ports & Auxiliary Input Jack	Included	Included
UZ6	6-Speaker Audio System Feature	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Bumper Insert: chrome rear bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm

Tracker System: tracker system

Electronic Stability: StabiliTrak electronic stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: chrome shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Light: cargo light

Standard Engine:

Engine 175-hp, 1.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

#7

RESOLUTION



Human Resources Department

TO: Pontiac City Council

FROM: City Human Resources Director and HR Consultant

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 3, 2024

RE: RESOLUTION FOR RETIREMENT CONSULTANT

The Human Resources Department requests City Council approval to hire Titan Wealth Advisors, an external retirement consultant, to manage the City of Pontiac's 401(a) and 457(b) plans, and to perform due diligence on the City's existing retirement plans.

Titan Wealth Advisors, through Secure Asset Management, LLC., will advise and make recommendations to the Human Resources Department regarding the City's three (3) separate investment plans. This service is crucial to ensure state and federal compliance. Titan Wealth Advisors will also provide guidance and available options including but not limited to retirement plan consolidation.

The one-time audit and administrative fee is \$22,000. The ongoing management and oversight of the City's retirement plan is \$25,000 annually and is renewable. The described fees will include the following services:

1. Compliance and Operational Review
2. Plan Governance Review
3. Consolidation and Selection of Existing Providers
4. Administrative and Provider Consulting
5. Investment Consulting (ongoing)
6. Participant Education, Communication and Advice (ongoing)

Human Resources did receive several quotes for these services and recommended Titan Wealth Advisors to the HR and Finance subcommittee which was approved during the Thursday, December 14th meeting. As a result, Human Resources is requesting approval from City Council to enter to a contract with Titan Wealth Advisors through Secure Asset Management, LLC, for auditing and management services for the City's 401(a) and 457(b) retirement plans.

This budget authorization is an appropriation to Funds 101 and 718 as indicated below:

Fund 101 – General Fund

Dept - Human Resources

101-270-818.000 OTHER PROFESSIONAL SERVICES \$25,000

718.500 RETIREMENT EMPLOYER MATCH 457B \$22,000

Authorization to Enter a Contract Not To Exceed: \$47,000



Resolution for authorization to enter into a Contract with Titan Wealth Advisors in an amount not to exceed \$47,000

WHEREAS, the Human Resources Department requires assistance with ensuring that the City's three (3) retirement plans are in compliance with state and federal guidelines; and

WHEREAS, the City's received quotes from several companies including Titan Wealth Advisors to audit and manage the City's retirement plans; and

WHEREAS, Human Resources recommended and the HR and Finance Subcommittee approved entering into a contract for FY 2023-24 with Titan Wealth Advisors for \$47,000 to pay for the referenced services.

NOW THEREFORE, BE IT RESOLVED, the Pontiac City Council authorizes the Mayor or his Designee to enter into a contract with Titan Wealth Advisors for auditing and managing the City's retirement plans in an amount not to exceed \$47,000.



2565 West Maple Road, Troy, Michigan 48084
(888) 692-0300

Qualified Plan Account Application and Service Agreement

Name of Plan: The City of Pontiac 401(a) & 457(b) Plans

Name of Employer/Plan Sponsor: The City of Pontiac

Name of Investment Advisor Representative: Kevin VandenHaute

This Qualified Plan Account Application and Service Agreement including Arbitration Clause and Appendices A, B, and C, which are attached hereto and are incorporated herein by reference (Collectively, the "Agreement"), is made and entered into as of the date written below and by and between Secure Asset Management, LLC ("SAM" or "Investment Advisor"), the investment advisor representative noted above, and the Employer/Plan Sponsor ("Sponsor") of the above-referenced retirement plan (the "Plan"), for the benefit of the Plan further described in the attached profile at Appendix A. The effective date of this Agreement is the date accepted by an authorized office of Investment advisor signing below.

The plan is intended to be a qualified plan under Section 401(a), 401(k), 403(b), 457(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and is either subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or exempt therefrom one or more statutory or regulatory exemptions.

1. SERVICES

SAM, through its agent investment advisor representative ("IAR") named above, agrees to provide the retirement plan services selected by Sponsor in Appendix B (the "Services") to assist Sponsor in meeting its requirements for administering and managing the plan and, if applicable, to the Plan's participants to help them maximize their benefits through the Plan. The Services that may be selected in Appendix B are identified in Appendix A as ERISA 3(21)(A) Nondiscretionary Fiduciary Services, ERISA 3(38) Investment Fiduciary Services, or ERISA Non-Fiduciary Retirement Plan Consulting Services. Prior to commencement of any ERISA Fiduciary Services, Sponsor agrees to first complete Section 4 of Appendix A attached hereto or provide SAM with a copy of Sponsor's most up-to-date Investment Policy Statement (if Sponsor has prepared such a document).

1.1 ERISA 3(21)(A) Nondiscretionary Fiduciary Services

If Sponsor selects any service that is identified in Appendix B as an ERISA 3(21)(A) Nondiscretionary Fiduciary Service, Investment Advisor agrees to perform that Service to the Plan as a fiduciary under Section 3(21)(A) Nondiscretionary Fiduciary Services, Investment Advisor shall solely make recommendations to Sponsor, and Sponsor shall retain full discretionary authority and control over the Plan's assets.

1.2 ERISA 3(38) Investment Fiduciary Services

If sponsor selects any services that is identified in Appendix B as an ERISA 3(38) Investment Fiduciary Service, Investment Advisor agrees to perform that Service to the Plan as an Investment Manager under 3(38) of ERISA and will act in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances. In connection with Investment Advisor providing any ERISA 3(38) Investment Fiduciary Services, Sponsor shall delegate responsibility for selecting, monitoring, and replacing Plan assets to Investment Advisor in accordance with Section 402(c)(3) of ERISA.

1.3 ERISA Nondiscretionary Retirement Plan Consulting Services

If Sponsor selects any service that is identified in Appendix B as an ERISA Non-Fiduciary Retirement Plan Consulting Service, Investment Advisor agrees to perform that Service to assist Sponsor in meeting its requirements for administering and managing the Plan and, if applicable, to the Plan's participants to help them

maximize their benefits through the Plan; provided, however, that Investment Advisor shall perform such Service solely in a capacity that would not result in Investment Adviser being deemed or considered a fiduciary under ERISA or any other applicable law.

In providing any ERISA Non-Fiduciary Retirement Plan Consulting Services, the Plan's custodian, not Investment Advisor, shall be responsible for arranging for the execution of securities transactions through a broker-dealer that Sponsor believes can provide best execution. Investment Advisor will not have any discretionary authority or discretionary responsibility over the administration of the Plan.

1.4 Limitations on Services

Investment Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Sponsor other than the Services expressly agreed to in Appendix B of this Agreement. Sponsor understands and agrees that in providing any Service selected in Appendix B, Investment Advisor:

- a) Will not: (1) Serve as custodian, third party administrator or record-keeper of the Plan, (2) assume the duties of trustee, or administrator of the Plan (as defined in Section 3(16) of ERISA); or (3) perform record-keeping or brokerage services to the Plan as a custodian.
- b) Will have no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for those securities.
- c) Will have no authority or discretion to (1) interpret the Plan documents; (2) administer the plan; (3) handle benefit claims under the Plan; (4) determine vesting; (5) determine vesting, eligibility, or participation rights under the Plan; or (6) take any other action regarding the management or administration of the Plan not expressly stated in the Services described in Appendix B. Specifically, and without limitation, Investment Advisor has no authority, discretion or responsibility to (1) determine eligibility to participate in the plan; (2) calculate benefits; (3) prepare or distribute any notices to participants or beneficiaries; (4) perform record-keeping or actuarial services; (5) determine the amount or timing of contributions to the Plan or distributions or withdrawals from the Plan; (6) arrange for execution of securities transactions thorough a broker-dealer that can provide the Plan with best execution; (7) select or certify any investment advice computer model or any other Service not expressly selected in Appendix B.
- d) Will not, and cannot, provide legal, accounting or tax advice to Sponsor or the Plan (or any Plan participant or beneficiary). Sponsor agrees to seek the advice of its own legal, accounting and tax advisers with respect to all matters concerning the Plan, including without limitation, the operation and administration of the Plan as well as ways in which the Plan may comply with applicable law, including, but not limited to, ERISA and the Code.
- e) Will not have any responsibilities or potential liabilities for investments offered by the Plan to participants which are not offered or sold to the Plan by Investment Advisor, including without limitation, employer securities, unallocated accounts, guaranteed investment contracts, mutual fund windows, stable value funds or self-directed brokerage accounts.
- f) Will not be responsible or liable for recommendations or services rendered by third party service providers (individually, an "other provider") or the other provider's compliance with applicable laws, including without limitation, ERISA, or the Code.

2. FEES

2.1 Sponsor agrees to pay, or will cause the Plan to pay, Investment Advisor the fees described in Appendix C (the "Fees") for the Services rendered hereunder. Sponsor acknowledges that the Plan may incur other fees and expenses in addition to the Fees, including, but not limited to, investment-related expenses imposed by other service providers and mutual fund managers not affiliated with Investment Advisor, as well as other fees and expenses charged by the Plan's custodian, third-party administrator, or record-keeper. The Fees set forth herein do not cover any execution, custody, clearing, or settlement services provided by Investment Advisor or Investment Advisor's affiliates or investment management fees of investment managers retained by Sponsor. For the avoidance of doubt, Sponsor understands that the Plan may incur certain charges imposed by unaffiliated third parties, including, but not limited to, custodial fees; brokerage commissions; transaction fees; charges such

as management fees and fund expenses imposed directly by a mutual fund, index fund or exchange-traded fund purchased for the Plan, which are disclosed in the fund's prospectus; certain deferred sales charges; odd-lot differentials; transfer taxes; wire transfer and electronic fund fees; and other fees and taxes on brokerage accounts and securities transactions.

Unless Investment Advisor agrees otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Plan's accounts during that period or (ii) any partial withdrawal of assets from the Plan's accounts during that period. If this Agreement is terminated by Investment Advisor or by Sponsor, Investment Advisor will refund certain Fees to Sponsor to the extent provided in Section 9 of this Agreement.

Investment Advisor makes no representations about any costs or expenses associated with the services provided to Sponsor or the Plan by any third parties. Sponsor further acknowledges that the Fees charged by Investment Advisor for the Services are in addition to any brokerage, custodial and other fees that may be charged to Sponsor by other service providers to the Plan.

Investment Advisor makes no representations about any costs or expenses associated with the services provided to Sponsor of the Plan by any third parties. Sponsor further acknowledges that the Fees charged by Investment Advisor for the Services are in addition to any brokerage, Custodial, and other fees that may be charged to Sponsor by other service providers to the Plan.

The Fees are the only direct compensation received by Investment Advisor for the Services, and no increase in the Fees will be effective without prior written Notice. Sponsor acknowledges that: (i) various vendors, product providers, distributors and others third parties may provide non-monetary compensation to Investment Advisor by paying some expenses related to training and education, including the expenses of travel and acquiring professional designations; (ii) Investment Advisor might receive payments from such entities to subsidize its own training programs; (iii) certain vendors may invite Investment Advisor to participate in conferences or online training and may also provide Investment Advisor with publications that may further its representatives' and employees' skills and knowledge; and (iv) such entities may occasionally provide Investment Advisor with gifts, meals, and entertainment of reasonable value consistent with industry rules and regulations. However, Investment Advisor shall not accept additional compensation (monetary or non-monetary) from any investment manager that Investment Advisor recommends to the Plan when Investment Advisor provides ERISA fiduciary services to the Plan and when such compensation is tied to or calculated based upon amounts invested by the Plan. Any non-monetary compensation Investment Advisor receives in connection with the delivery of services to the Plan, such as from the Plan's record-keeper or custodian, will be separately disclosed to the Plan, when applicable.

2.2 Sponsor hereby authorizes Investment Advisor to bill the Plan for the Services by sending invoices to the Plan's record-keeper or custodian (or another custodian of the Plan's assets) (collectively, the "Record-keeper") for the Fees calculated according to the terms of Appendix C, and Sponsor hereby directs and authorizes the Record-keeper to deduct the Fees from the Plan's account and remit such Fees to Investment Advisor as payment for the Services.

Furthermore, Sponsor hereby directs and authorizes Investment Advisor to instruct the Record-keeper to send Sponsor a statement, at least quarterly, indicating all amounts disbursed from the Plan's account including the Fees paid from the Account. Sponsor acknowledges that, to the extent permitted by law, it is solely Sponsor's responsibility to verify the accuracy of the calculation of the Fees and that (i) the Record-keeper will not determine whether the Fees are accurate or properly calculated, and (ii) Investment Advisor is not liable to the Plan, Plan participants or beneficiaries, any other fiduciary of the Plan, or any other person for errors in the calculation or payments. Sponsor is urged to review all invoices and to verify the accuracy of the calculation of all amounts billed and paid under this Agreement.

If Sponsor instructs Investment Advisor to bill the Plan directly, rather than the Record-keeper, but the Plan fails to pay any invoice within thirty (30) days of the date thereof, Sponsor authorizes Investment Advisor to bill the record-keeper with respect to that invoice in the manner set forth herein. Sponsor agrees and acknowledges that billing invoices to a third party will be for the convenience of the parties to this Agreement and will not relieve Sponsor of Sponsor's full responsibility for the payment of all amounts due to Investment Advisor under this Agreement. Sponsor further agrees to pay all billed amounts that are not paid on Sponsor's behalf in a timely manner.

Sponsor may elect, within its sole discretion, to pay any or all Fees to Investment Advisor instead of requiring the Plan or Record-keeper to remit the Fees; provided, however, that any Fees remaining unpaid after thirty (30) days from the date of invoice will be due and payable immediately by the Plan, in which case Sponsor hereby authorizes the Record-keeper to remit the Fees directly to Investment Advisor.

Sponsor hereby authorizes all third-party service providers to provide Investment Advisor with copies of all reports, documents and other information which are provided to Sponsor and relate to the Services provided by Investment Advisor.

3. CUSTODY OF ASSETS AND OTHER SERVICES

The only services Investment Advisor will provide to the Plan are described in this Agreement. Custody of all Plan assets will be maintained with a third-party custodian selected by Sponsor, and Investment Advisor will not have custody of any Plan assets. Plan record-keeping will be provided by a third-party record-keeper selected by Sponsor, and Sponsor will be solely responsible for paying all fees and charges of the custodian and Record-keeper. Neither Investment Advisor nor any of its affiliates will have any liability for custodial arrangements or the acts, conduct or omissions of the Plan's custodian. Sponsor hereby authorizes the Record-keeper to provide Investment Advisor with copies of all periodic statements, reports, documents, and other information that the Record-keeper sends to Sponsor.

4. NON-EXCLUSIVITY

Sponsor understands that Investment Advisor may perform, among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management services for other clients. Sponsor recognizes that Investment Advisor or any of its affiliates may also give advice and act in the performance of its duties for those other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Investment Advisor has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.

5. VALUATION

In determining the value of Plan assets for purposes of calculating any asset-based Fees, or for any other reasonable purpose related to the Services, Investment Advisor may rely, without independent verification, upon the valuation of assets provided by Sponsor or the Record-keeper. In all events, Sponsor acknowledges that any such valuation will not be any guarantee of the market value of any of the assets in the Plan.

6. REPRESENTATIONS AND WARRANTIES OF SPONSOR

Sponsor represents and warrants as follows:

- a) Sponsor is solely responsible for determining whether to enter into any agreements or contractual arrangements in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether any such arrangements are reasonable and appropriate with respect to compensation paid for and conflicts of interests arising in connection with the Services or products provided. Sponsor is not relying on any advice or recommendations provided by Investment Advisor in making such decisions. Sponsor has received and read this Agreement and the Services and Fees disclosed herein prior to entering, renewing, or extending this Agreement, and Sponsor has made an independent determination that the Fees payable pursuant to this Agreement are reasonable.
- b) This Agreement is binding on Sponsor and does not violate any of Sponsor's prior obligations or the terms or conditions of any other agreements to which Sponsor is a party or may be bound. The Plan documents (and related trust, custodial or annuity documents) permit payment of the Fees out of Plan assets.
- c) Sponsor is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules, and regulations, including, but not limited to, ERISA and the Code.
- d) Sponsor warrants that it will comply with all applicable federal and state privacy and information

security laws governing the use, disclosure and safeguarding of nonpublic personal information.

- e) Sponsor agrees to obtain and maintain, for the duration of this Agreement, the bond required for fiduciaries by Section 412 of ERISA.
- f) Sponsor warrants that it will be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits.
- g) Sponsor authorizes Investment Advisor to deliver documents and communicate with the Plan and Plan participants or beneficiaries using electronic means, including electronic mail, and posting to a website. Sponsor, and not Investment Advisor, is responsible for determining whether the use of such electronic communication complies with the applicable requirements of ERISA and the Code.
- h) Sponsor acknowledges that Investment Advisor will not be responsible for prospectus delivery and has no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights.
- i) Sponsor understands and agrees that Investment Advisor may provide advice and make recommendations to any of its other clients which may differ from the advice and recommendations provided to Sponsor. Nothing in this Agreement shall limit or restrict Investment Advisor from rendering Services to any other person or entity, or from engaging in any other business activities while this Agreement remains in effect. Investment Advisor shall not have any obligation to recommend for Sponsor's portfolio any securities or other assets that Investment Advisor may purchase, hold, or sell for its own account or recommend for other clients.
- j) Sponsor acknowledges that Investment Advisor obtains information from a wide variety of publicly available sources. Investment Advisor and its agents and affiliates do not have, nor do they claim to have, sources of inside or private information. The information and recommendations developed by Investment Advisor are based upon Investment Advisor's professional judgment, and Sponsor understands and agrees that Investment Advisor cannot guarantee the results or performance of any of Investment Advisor's recommendations.
- k) Sponsor certifies that the Plan's funds and assets were generated by means that would be construed as "legal" in any court of law currently existing in the United States of America. Client understands that registered investment advisors such as SAM may be required to report known or suspected illegal funds to the appropriate regulatory authorities.
- l) Any individual signing this Agreement and any Appendices on behalf of Sponsor or the Plan represents that he or she: (i) is independent of and unrelated to Investment Advisor or any of its affiliates; (ii) is a named fiduciary (as defined in Section 402(a)(2) of ERISA) on the Plan or an authorized delegate with respect to the control or management of the Plan's assets; (iii) has the power and authority to appoint investment advisors, managers and consultants under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with the requirements of ERISA; and (iv) is authorized to sign on behalf of Sponsor without the need for Investment Advisor to obtain any other signatures.
- m) Sponsor agrees to promptly provide Investment Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Investment Advisor in the performance of Services under this Agreement in accordance with the notice provisions of Section 10.5.
- n) Sponsor acknowledges that before this Agreement was entered, Investment Advisor provided to Sponsor information regarding Investment Advisor's services, compensation, fiduciary obligations and conflicts of interest, and Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage Investment Advisor. This information is included in this Agreement, including the Appendices, and in Investment Advisor's Form ADV Part 2A brochure ("Form ADV") which has been provided to Sponsor. This information may be supplemented by required disclosures provided by Investment Advisor in accordance with Section 408(b)(2) of ERISA and 29 C.F.R. § 2550.408b-2. Sponsor has reviewed and considered the contents

of this Agreement and has determined the Services to be necessary for the operation of the Plan as well as reasonable and appropriate based upon the compensation to be paid for the Services.

- o) Sponsor acknowledges receipt of Investment Advisor's Form ADV brochure and any supplements thereto, each as required by Rule 204-3 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"). Sponsor also acknowledges receipt of Investment Advisor's privacy policy.
- p) Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance. Sponsor further acknowledges that investment and securities purchased or sold in a transaction or in connection with the Services provided by Investment Advisor are (i) not insured by the Federal Deposit Insurance Corporation or any other federal or state deposit guarantee fund; (ii) not deposits or other obligations of a bank or other financial institution; (iii) not guaranteed by a bank or financial institution; and (iv) subject to investment risks, including possible loss of the principal invested.
- q) Sponsor will cooperate fully with Investment Advisor in providing the Services. Sponsor agrees to authorize the Record-keeper to provide Investment Advisor with any information or data about the Plan or the Plan's assets (including investment earnings or losses) that Investment Advisor reasonably requests.
- r) Neither the Plan nor Sponsor offers or intends to offer any "employer security" or "qualifying employer security," as such terms are defined in Section 407(d) of ERISA, as investment options under the Plan.

7. REPRESENTATIONS OF INVESTMENT ADVISOR

Investment Advisor represents as follows:

- a) Investment Advisor is registered as an investment adviser under the Advisers Act and will maintain its registration throughout the duration of this Agreement. Investment Advisor has acknowledged its fiduciary status under ERISA with respect to any ERISA Fiduciary Services provided to the Plan under this Agreement.
- b) Investment Advisor has the power and authority to enter and perform this Agreement, and will obtain and maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by Investment Advisor from any third party, including any governmental authority, in connection with this Agreement.
- c) Investment Advisor will disclose to Sponsor any material change to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Investment Advisor acquires knowledge of the material change or as otherwise required by applicable law. If Investment Advisor makes an error or omission in disclosing information to Sponsor, Investment Advisor will disclose the correct information to Sponsor as soon as practicable, but not later than thirty (30) days from the date Investment Advisor knows of the error or omission. Required investment disclosures for fiduciary services or record-keeping and brokerage services will be updated at least annually.
- d) Upon written request by Sponsor, Investment Advisor will disclose relevant information related to this Agreement and the compensation or Fees received under the Agreement reasonably in advance of the date Sponsor states that Sponsor must comply with Sponsor's applicable reporting and disclosure requirements of Title I of ERISA and applicable regulations, forms, and schedules. If Investment Advisor is unable to respond to Sponsor's written request reasonably in advance of Sponsor's need due to extraordinary circumstances beyond Investment Advisor's control, Investment Advisor will disclose the information as soon as practicable.
- e) Investment Advisor's direct compensation shall be solely limited to the amount disclosed in Appendix C, and Investment Advisor shall not receive any direct compensation from any third party in connection with the Services.

- f) Investment Advisor agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

8. STANDARD OF CARE; INDEMNITY; DATA DISCLOSURE

8.1 Standard of Care

The sole standard of care imposed on Investment Advisor in performing the ERISA Fiduciary Services is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement will be deemed to limit any responsibility that Investment Advisor may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including ERISA or the federal securities laws.

8.2 Indemnification

- a) Sponsor agrees that the only responsibilities of Investment Advisor hereunder are to render the Services selected in Appendix B. Investment Advisor agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Investment Advisor's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by Investment Advisor contained in Section 7 of this Agreement; provided, however, that Investment Advisor shall not be liable for any indirect, special, consequential or exemplary damages.

Sponsor agrees to defend, indemnify and hold Investment Advisor harmless from any and all liabilities and claims, including, but not limited to, damages, court costs, reasonable legal fees and costs of investigation which arise from: (1) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (2) Investment Advisor's reliance or any action taken by Investment Advisor in reliance upon any instructions or information received by Investment Advisor from Sponsor; (3) any breach of Sponsor's representations and warranties set forth in this Agreement; (4) any cause of action brought by Sponsor, Plan participants or beneficiaries, or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by Investment Advisor's intentional misconduct, gross negligence or breach of fiduciary duty; or (5) any breach of data security or any breach by Sponsor or its directors, officers, employees, agents or service providers, with respect to confidentiality or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow Investment Advisor's recommendations or in which Sponsor or a third party fails to properly implement such recommendations, and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If Investment Advisor is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay Investment Advisor's reasonable costs, including the costs of its personnel and counsel, unless Investment Advisor is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence, or breach of fiduciary duty.

Sponsor will promptly notify Investment Advisor of any errors in completeness in any of the data, analyses, opinions, or other information Sponsor provides to Investment Advisor in connection with the rendering of Services hereunder. Investment Advisor will not be responsible for any payment or contribution to the cost's, fees, taxes, or penalties that Sponsor, Plan participants or beneficiaries, or other Plan fiduciaries incur because of any valuation or payment.

8.3 Data Disclosure

Investment Advisor will use reasonable efforts to ensure that the data, analysis, opinions, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that Investment Advisor cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Investment Advisor's control.

8.4 Information from Sponsor

The Services provided by Investment Advisor are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Investment Advisor is entitled to rely upon all information necessary for Investment Advisor to carry out its duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by Investment Advisor. Sponsor represents that all such information provided to Investment Advisor is and shall be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify Investment Advisor in writing of any material change in the information provided to Investment Advisor and to promptly provide any such additional information as may be reasonably requested by Investment Advisor.

8.5 Authority to Receive Information from Third Parties

Investment Advisor is authorized by Sponsor to obtain all information from the Plan's other service providers, including Record-keeper, investment managers, the Plan's trustees and the Plan's administrator, as Investment Advisor may reasonably require. Sponsor authorizes the Plan's custodian, product vendors, trustees and any third party responsible for any aspect of Plan operation to promptly release said information to Investment Advisor immediately upon request by Investment Advisor. Investment Advisor shall not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon such information in performing the Services.

9. TERMINATION

Sponsor may terminate this Agreement within five (5) business days of executing this Agreement without incurring a penalty or charge. Otherwise, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Investment Advisor will be entitled to a pro rata amount of compensation. Any unearned Fees paid in advance will be refunded, however Sponsor will be invoiced for any time and effort expended, and any Fees and costs incurred, prior to the date on which Investment Advisor received written notice of termination. Termination of this Agreement shall not affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 8, 10.8 and 11) will survive any expiration or termination of this Agreement. Upon termination, Investment Advisor will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate if Sponsor does not implement Investment Advisor's recommendations.

10. GENERAL PROVISIONS

10.1 Assignability

No assignment of this Agreement shall be made without the consent of all parties in accordance with the Advisers Act. Sponsor will be deemed to have provided consent to any proposed modification to, or assignment of, this Agreement if the procedures of Section 10.3, known as "negative consent" procedures, are followed.

10.2 Effect

This Agreement shall not become effective until accepted by an authorized representative of Investment Advisor.

Once effective, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, survivors, administrators and permitted assigns. This Agreement is intended solely for the benefit of the parties hereto as well as any third-party beneficiaries expressly listed or described herein. No third party shall be entitled to rely upon this Agreement or to have any of the benefits of the parties hereunder unless such third party is an express and valid assignee of all or a portion of the interest of a party hereunder or an intended third-party beneficiary.

10.3 Modification

Investment Advisor may modify or amend this Agreement, including, without limitation, the Services to be provided by Investment Advisor or the Fees charged by Investment Advisor, by means of either (i) a written amendment to this Agreement between Investment Advisor and Sponsor, or (ii) in accordance with the "negative consent"

procedures described in Department of Labor Advisory Opinion 97-16A.

Investment Advisor may propose to increase or otherwise modify the Fees charged, to modify the Services provided, to assign the Agreement, or to otherwise modify or amend this Agreement by giving Sponsor at least sixty (60) days advance notice of the proposed modification. The notice will be given in the manner described in Section 10.5 below. The notice will: (i) explain the proposed assignment or modification of the Fees, Services or other provisions of this Agreement; (ii) fully disclose any resulting changes in the Fees to be charged as a result of proposed modifications to the Services or other provisions of this Agreement; (iii) identify the effective date of the modifications; (iv) explain Sponsor's right to reject, in writing, the modifications or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed modifications before the date on which the modifications become effective, Sponsor will be deemed to have consented to the proposed modifications.

If Sponsor rejects any modification to this Agreement proposed by Investment Advisor, Investment Advisor will not be authorized to make the proposed modification without Sponsor's affirmative consent. In that event Sponsor will have an additional sixty (60) days from the proposed effective date (or such additional time beyond sixty (60) days as may be agreed by Investment Advisor) to locate a service provider in place and instead of Investment Advisor. If at the end of such additional sixty (60) day period (or such additional time as agreed by Investment Advisor), the parties have not reached agreement, this Agreement will automatically terminate.

10.4 Severability; Choice of Law

If any one or more of the provisions of this Agreement (other than the provisions of Section 7) will, for any reason, be illegal or invalid, the illegality or invalidity will not affect any other provision of this Agreement, and this Agreement will be enforced as if the illegal or invalid provision had not been included.

This Agreement shall be governed by the laws of the State of Michigan, without regard to conflict of law principles that would require the application of the laws of any other state or jurisdiction, in a manner consistent with the Advisers Act and the rules and regulations promulgated thereunder. By signing this Agreement, Sponsor does not waive any of its rights afforded under the securities laws of its state of organization or incorporation.

10.5 Notices

"Notice" means any notice required or permitted under this Agreement which is in writing and (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email to:

If to Investment Advisor:

SECURE ASSET MANAGEMENT, LLC INFORMATION

IAR Name Kevin VandenHaute

IAR Address 1668 S TELEGRAPH RD SUITE 100

IAR City, State, Zip Code Bloomfield Hills, MI 48302

IAR Email kevinvandenhaute@titanwealthadvisors.com

IAR Phone 248.327.0272

If to Sponsor: To the address on the signature page or the last address Investment Advisor has in its records following written notice from Sponsor.

All Notices will be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

10.6 Headings

All headings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

10.7 Entire Understanding

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject matter. There are no representations, agreements, arrangements, or understandings, written or oral, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

10.8 Miscellaneous Provisions

Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Sponsor or the Plan or any other party may have under ERISA or federal or state securities laws.

All of the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any Section, paragraph or clause herein may require, the same as if such word had been fully and properly written in such number and gender.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same Agreement, and facsimile or photostatic copies of signatures to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

Retirement Plan	Investment Advisor
Signed by Authorized Person	Signed by Joint Investment Advisor Representative
Signature:	Signature:
Print Name:	Print Name: Kevin VandenHaute
Date:	Date: Rep Number:
Signed by Authorized Person (Complete as many as needed)	Signed by Joint Investment Advisor Representative
Signature:	Signature:
Print Name:	Print Name:
Date:	Date: Rep Number:
Signed by Authorized Person	Signed by Joint Investment Advisor Representative
Signature:	Signature:
Print Name:	Print Name:
Date:	Date: Rep Number:
Signed by Authorized Person	Signed by Joint Investment Advisor Representative
Signature:	Signature:
Print Name:	Print Name:
Date:	Date: Rep Number:

Receipt is acknowledged of Investment Advisor's Privacy Policy: Initial: _____

Receipt is acknowledged of Investment Advisor's Form ADV Part 2A Brochure: Initial: _____

Receipt is acknowledged of Investment Advisor's Form ADV Part 2B
Brochure Supplement for the Investment Advisor Representatives listed: Initial: _____

I choose to receive the Form ADV documents in ☒ Physical Copy OR ☐ Email: _____

Receipt is acknowledged of Investment Advisor's Privacy Policy: Initial: _____

Form CRS Delivery: Initial: _____

ARBITRATION CLAUSE

This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, the parties agree as follows concerning the resolution and arbitration of disputes:

- a) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel.
- e) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- h) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Agreement to Arbitrate Controversies

In the event of any dispute between Sponsor and/or the Plan, on the one hand, and Investment Advisor and/or its agents, on the other, including a dispute regarding the terms of this Agreement, Sponsor agrees to first contact Investment Advisor to provide Investment Advisor with the opportunity to review the matter and take corrective action. If Investment Advisor is unable to satisfactorily resolve Sponsor's concerns, Sponsor agrees that all controversies arising out of or in connection with the relationship between Investment Advisor and Sponsor contemplated by this Agreement shall be settled by arbitration in accordance with the Code of Arbitration Procedure for Customer Disputes then in effect with the Financial Industry Regulatory Authority ("FINRA"). Arbitration must be commenced by service upon the other parties of a written demand for arbitration or a written notice of intent to arbitrate, therein electing FINRA as the Arbitration Tribunal. In the event Sponsor intends to arbitrate and does not make such election within five (5) days of Sponsor's demand or notice, then sponsor hereby authorizes Investment Advisor to do so on Sponsor's behalf. Additionally, Sponsor agrees to execute any further documents, and to take any further actions, requested by Investment Advisor and/or required by FINRA to proceed with arbitration. Any arbitration proceedings shall be conducted at a site selected by the arbitrators in accordance with applicable procedural and substantive law and FINRA rules. In the event of non-payment of any portion of fees charged to Sponsor under the terms of this Agreement, Investment Advisor shall be free to pursue all other legal remedies available under law, and the prevailing party shall be entitled to reimbursement of reasonable attorney fees and other costs of collection. If for any reason the FINRA arbitration forum is unavailable, the American Arbitration Association ("AAA") shall be selected as the alternative forum and the applicable AAA securities arbitration rules shall apply instead. Notwithstanding the above, nothing stated herein shall constitute a waiver of any rights that Sponsor or Plan participants may have under ERISA, the Advisers Act or federal or state securities laws.

Agreement to Notify Investment Advisor of any Account Statement Discrepancies

The undersigned agree(s) to timely review all confirmations, statements and any other written communications sent to Sponsor. It is further agreed that the undersigned shall promptly notify Investment Advisor of any discrepancies discovered with respect to such confirmations and statements. The undersigned acknowledge(s) that prompt notification of any discrepancies or other miscommunication issues is vital for Investment Advisor to correct such items. The undersigned should report any discrepancies to Investment Advisor at (888) 693-3583 or by to, SAM Compliance Department, 2565 West Maple Road, Troy, MI 48084.

This Agreement includes a pre-dispute arbitration clause.

Authorized Person Signature: _____ Date: _____

Printed Name: _____

Authorized Person Signature: _____ Date: _____

Printed Name: _____

Authorized Person Signature: _____ Date: _____

Printed Name: _____

Appendix A – Retirement Plan Account Information (Section 1)

Plan Profile

Plan Name: THE CITY OF PONTIAC 457(b) & 401(a)

Plan Tax ID: _____

Plan Tax Status: N/A

Plan Type

☐ Profit Sharing

☐ Money Purchase Plan

☐ Defined Benefit Plan

☐ 401(k) Plan

☐ 403(b) Plan

☒ Other (Please identify) 401(a) & 457(b)

☐ 457 Plan

☐ Non-Qualified Plan

Tax Bracket: _____

Is this an owner-only plan?

☐ Yes ☐ No

Participant or Trustee Directed Plan

☒ Participant Directed

☐ Trustee Directed

☐ Both

Plan Status

Is this a new plan?

☐ Yes ☒ No

Is this a new account?

☒ Yes ☐ No

Is this an update to an existing account?

☐ Yes ☒ No

Are assets managed on a discretionary basis?

☐ Yes ☒ No If yes, please attach discretionary agreement.

Are plan assets being transferred from another custodian? ☐ Yes ☒ No If yes, please attach custodian transfer forms.

Plan Platform

Is this a brokerage account?

☐ Yes ☒ No

If yes, please indicate account number: _____

Is this a direct account at a mutual fund?

☐ Yes ☒ No If yes, provide contact information below.

Is this an open architecture plan w/separate custodian? ☒ Yes ☐ No If yes, provide contact information below.

Is this a direct account at an Insurance Company? ☐ Yes ☒ No If yes, provide contact information below.

Plan Platform Contact Information

Account Number: MULTIPLE ACCOUNTS FROM MULTIPLE VENDORS: MERS, NATIONWIDE, MISSION SQUARE

Provider Name: TBD

Address: TBD

City, State, Zip: TBD

Phone Number: TBD

Fax Number: TBD

Appendix A – Retirement Plan Account Information (Section 2)

Company Profile

Company Name The City of Pontiac

Street Address 47450 Woodward Avenue

City, State, Zip Pontiac, MI 48342

Country of Legal Establishment USA

Phone Number 248.758.3000 Fax Number _____

Email _____

Mailing Address (if different from above)

State of Incorporation Michigan Corporation Structure (Corp, LLC, Other) Government

Employer Identification Number (EIN) _____

Company DBA Name (if applicable) N/A

Business Description Municipality

Company Securities

Are any Company Securities offered as part of this plan? ☐ Yes ☒ No If yes, please indicate below.

Security Type	Number of Shares/Principal Amount Outstanding	Market Listed

Does the company maintain other retirement plans? ☒ Yes ☐ No If yes, please indicate below.

Plan Name	Plan Type	Approx. Size of the Plan
THE CITY OF PONTIAC DEFINED BENEFIT PLAN		\$50 MILLION +

Does the Company have a pre-existing account relationship with Secure Asset Management LLC or any of its' affiliates? ☐ Y ☒ N

Describe Relationship (e.g., Investment Advisor)	Account Number (if applicable)

Appendix A – Retirement Plan Account Information and Financial Information (Section 3)

Total Assets in Plan (please check the appropriate box)

- ☐ New plan with no existing assets
- ☐ Less than \$1,000,000
- ☐ \$1,000,000 - \$ 4,999,999
- ☒ \$5,000,000 – \$9,999,999
- ☐ \$10,000,000 – \$24,999,999
- ☐ \$25,000,000 - \$49,999,999
- ☐ \$50,000,000 or greater

Projected Annual Plan Cash Flow

Estimated Average Annual Contributions from Plan Participants UNKNOWN

Estimated Average Annual Contributions from Company TBD

Estimated Average Annual Distributions from Plan Participants UNKNOWN

Company Employee Demographics

Total Number of Employees 200+

Estimated Number of Employees Eligible to Participate in the Plan 200+

Estimated Number of Employees who Participate in the Plan 130

Approximate Age of Company Employees			Approximate Years to Retirement (Age 65)	
20 - 29	N/A	% of total employees	N/A	36 – 45 Years
30 – 39	N/A	% of total employees	N/A	26 – 35 Years
40 – 49	N/A	% of total employees	N/A	16 – 25 Years
50 – 59	N/A	% of total employees	N/A	6 – 15 Years
60 +	N/A	% of total employees	N/A	5 Years or Less

Appendix A – Retirement Plan Objectives (Section 4)

Investment Policy Statement (IPS)

☒ Yes (attach Investment Policy Statement, if possible)

☐ No (See Diversification Objective below)

Diversification Objective of Plan

☐ Provide a well-diversified line-up of investment options for plan participants who may desire a range of investment objectives appropriate for their own, individual retirement needs, including, but not limited to, safety of principal, income and growth.

☒ See Investment Policy Statement

Please list any special risk objectives below: _____

Liquidity Objective of Plan

☐ Provide a well-diversified line-up of investment options for plan participants who may different liquidity needs.

☒ As directed by the Investment Policy Statement or Plan Documents

Please list any special risk objectives below: _____

Time Horizon Objective

☐ Provide a well-diversified line-up of investment options for plan participants who may different investment time horizon.

☒ As directed by the Investment Policy Statement or Plan Documents

Please list any special risk objectives below: _____

Risk Objective

☐ Provide a well-diversified line-up of investment options for plan participants who may different investment time horizon.

☒ As directed by the Investment Policy Statement or Plan Documents

Please list any special risk objectives below: _____

Appendix A – Responsible Plan Fiduciary Information or RPF (Section 5) - Complete for EACH TrusteeName INVESTMENT COMMITTEE TO BE DEVELOPEDAddress 47450 Woodward AvenueCity, State, Zip PONTIAC, MI 48342Phone Number (248) 758-3000 Fax Number _____

Email _____

Is the RPF a member of an Investment Committee Associated with this plan? ☒ Yes ☐ NoNumber of Years with the Company N/APlease list the members of the Investment Committee TO BE DEVELOPED**Role of RPF with the Company (check all that apply)**☐ Officer☐ Director☐ EmployeeIs RPF a Federally Registered Investment Advisor ☐ Yes ☐ NoIs RPF a State Registered Investment Advisor ☐ Yes ☐ NoIs RPF an Independent Consultant ☐ Yes ☐ No**Previous Investment Experience**

<input type="checkbox"/> Stocks	Years		<input type="checkbox"/> Mutual Funds	Years	
<input type="checkbox"/> Bonds	Years		<input type="checkbox"/> Variable Annuities	Years	
<input type="checkbox"/> Equities	Years		<input type="checkbox"/> Private Placements/Alternative Investments	Years	
<input type="checkbox"/> ETFs	Years		<input type="checkbox"/> REITS	Years	

Previous Responsible Plan Fiduciary by Experience☒ None. This is my first time as a responsible plan fiduciary.☐ I have previously been a responsible plan fiduciary. (Please complete the table below.)RPF Relationships with Outside Companies? ☐ Yes ☒ NoIs the RPF a Director of a Publicly Traded Company? ☐ Yes ☒ NoDoes the RPF own 10% or more of a public company? ☐ Yes ☒ NoIs the RPF an executive officer of a public company? ☐ Yes ☒ No**RPF Relationships with Outside Companies**Does the RPF have a pre-existing account relationship with Secure Asset Management LLC or any of its' affiliates? ☐ Yes ☐ No

Account Number	Account Number

Appendix B – Schedule of Retirement Plan Services

☒ Recommendations to establish or revise the Plan Investment Policy Statement or IPS

Investment Advisor will review the investment objectives, risk tolerance and goals of the Plan with Sponsor (or the Plan fiduciary). If the Plan does not have an IPS, Investment Advisor will recommend investment policies to assist Sponsor (or the Plan fiduciary) in establishing an appropriate IPS. If the Plan has an existing IPS, Investment Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Investment Advisor will recommend revisions to Sponsor (or the Plan fiduciary) that will establish investment policies which are congruent with the

☐ Recommendations to Select and Monitor the Designated Investment Alternatives (DIA)

Based on the Plan's IPS or other guidelines established by the Plan, Investment Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor (or the Plan fiduciary) in selecting the DIAs to be offered to Plan participants. Once Sponsor (or the Plan fiduciary) selects the DIAs, Investment Advisor will, on a periodic basis or upon reasonable request, provide reports, information, and recommendations to assist Sponsor (or the Plan fiduciary) with monitoring the investments. If the IPS criteria require an investment to be removed, Investment Advisor will provide information, analysis and recommendations to assist Sponsor (or the Plan fiduciary) with evaluating replacement investment alternatives.

☒ Recommendations to Select and Monitor Qualified Default Investment Alternatives (QDIAs)

Based on the Plan's IPS or other guidelines established by the Plan, Investment Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor (or the Plan fiduciary) in selecting the Plan's QDIAs for Plan participants that fail to direct the investment of their accounts. Once Sponsor (or the Plan fiduciary) selects the QDIAs, Investment Advisor will provide reports, information and recommendations, on a periodic basis or upon reasonable request, to assist Sponsor (or the Plan fiduciary) with monitoring the investments. If the IPS criteria require an investment to be removed, Investment Advisor will provide information and analysis to assist Sponsor (or the Plan fiduciary) with evaluating replacement investment alternatives.

☐ Recommendations to Allocate and Rebalance Model Asset Allocation Portfolios (Model Portfolios)

Based on the Plan's IPS or other investment guidelines established by the Plan, Investment Advisor will review the investment options available to the Plan and will make recommendations to assist Sponsor (or the Plan fiduciary) in creating and maintaining Model Portfolios. Once Sponsor (or the Plan fiduciary) approves the Model Portfolios, Investment Advisor will provide reports, information, and recommendations, on a periodic basis, designed to assist Sponsor (or the Plan fiduciary) with monitoring the Plan's investments. If the IPS criteria require an investment to be removed, Investment Advisor will provide information and analysis to assist Sponsor (or the Plan fiduciary) with evaluating replacement investment alternatives to be included in the Model Portfolios. Upon reasonable request, Investment Advisor will make recommendations to Sponsor (or the Plan fiduciary) to rebalance the Model Portfolios to maintain their desired allocations.

☒ Recommendations to Select and Monitor Investment Managers

Based on the Plan's IPS or other guidelines established by the Plan, Investment Advisor will review the potential investment managers available to the Plan and will make recommendations to assist Sponsor (or the Plan fiduciary) in selecting one or more investment managers. Once Sponsor (or the Plan fiduciary) approves the investment manager, Investment Advisor will provide, on a periodic basis, reports, information, and recommendations to assist Sponsor (or the Plan fiduciary) with monitoring the Plan's investment manager. If the IPS criteria require an investment manager to be removed, Investment Advisor will provide information and analysis to assist Sponsor (or the Plan fiduciary) with evaluating replacement investment managers.

Appendix B – Schedule of Responsible Plan Services

☐ Selection, Monitoring and Replacement of Plan Designated Investment Alternatives (DIAs)

Investment Advisor will review the investment objectives, risk tolerance and goals of the Plan with Sponsor (or the Plan fiduciary). Investment Advisor will also provide Sponsor (or the Plan fiduciary) with an Investment Policy Statement (IPS) – if it does not already have one – that contains criteria from which Investment Advisor will select, monitor, and replace the Plan's DIAs. Investment Advisor will review the investment options available to the Plan and will select the Plan's DIAs in accordance with the criteria set forth on the IPS. On a periodic basis, Investment Advisor will monitor and evaluate the DIAs and replace any DIAs that no longer satisfy the IPS criteria.

☒ Selection, Monitoring and Replacement of Qualified Default Investment Alternatives (QDIAs)

Investment Advisor will review the investment objectives, risk tolerance and goals of the Plan with Sponsor (or the Plan fiduciary). Investment Advisor will also provide Sponsor (or the Plan fiduciary) with an Investment Policy Statement (IPS) or other guidelines – if it does not already have one – that contains criteria from which Investment Advisor will select, monitor, and replace the Plan's QDIAs. Once Sponsor (or the Plan's fiduciary) confirms the Plan's desired type of QDIAs, Investment Advisor will select, monitor, and replace the Plan's QDIAs in accordance with the IPS or other guidelines approved by Sponsor (or the Plan fiduciary).

☐ Creation and Maintenance of Model Asset Allocation Portfolios

Investment Advisor will review the investment objectives, risk tolerance and goals of the Plan with Sponsor (or the Plan fiduciary). Investment Advisor will also provide Sponsor (or the Plan fiduciary) with an IPS (or other documentation)-if it does not already have one-that contains criteria from which Investment Advisor will select, monitor, and replace the Plan's Model Portfolios. Investment Advisor will create a series of risk-based Model Portfolios comprised solely of the Plan's DIAs and on a periodic basis or upon reasonable request, Investment Advisor will reallocate and rebalance the Model Portfolios in accordance with the IPS or other guidelines approved by Sponsor (or the Plan fiduciary).

☒ Participant Investment Management

Investment Advisor will meet with plan participants, periodically and upon reasonable request, to collect information necessary to complete an investor profile to identify the participant's investment objectives, risk tolerance, time horizon, etc. Based upon each participant's profile, Investment Advisor will invest the participant's Plan account among one or more of the Plan's DIAs or Model Portfolios, if applicable. Investment Advisor will have sole discretion over the investment of the participant's account.

Appendix B – Schedule of Retirement Plan Services

Administrative Support – Assisting Sponsor of Plan with:

- ☒ Reviewing Plan Objectives and Options Available Through the Plan
- ☒ Reviewing Retirement Plan Committee Structure and Administrative Policies and Procedures
- ☒ Recommending Participant Education and Communication Policies
- ☒ Coordinating and Reconciling Participant Disclosures under 29 C.F.R. § 2550.404a-5
- ☒ Developing Requirements for Responding to Participant Requests
- ☒ Assisting with the Development and Maintenance of a Fiduciary Audit File and Document Retention Policies
- ☒ Delivering Fiduciary Training and/or Education Periodically or Upon Reasonable Request

Oversight of Service Provider Relationships – Assisting Sponsor (or the Plan fiduciary) with:

- ☒ Developing a Process to Select, Monitor and Replace Service Providers
- ☒ Reviewing Covered Service Provider (CSP) Disclosures under Section 408(b)(2) of ERISA and Fee Benchmarking
- ☒ Providing Reports and/or Information Designed to Assist with Monitoring CSPs
- ☒ Reviewing ERISA Spending Accounts or Plan Expense Recapture Accounts (PERAs)
- ☒ Preparing and Reviewing Requests for Proposals ("RFPs") and/or Requests for Information (RFIs)
- ☒ Supporting CSP Replacements and Conversions

Investments - Assisting Sponsor (or the Plan fiduciary) with:

- ☒ Periodically Reviewing the Investment Policy Statement in the Context of Plan Objectives Monitoring Investment Performance
- ☒ Analyzing Investment Managers and Model Portfolios
- ☒ Reviewing and Recommending Designated Investment Managers (DIMs) and/or Third-Party Advice Providers

Plan Sponsor – ERISA Non-Fiduciary Retirement Plan Consulting Services

Participant Services - Assisting Sponsor (or the Plan fiduciary) with:

- ☒ Facilitating Group Enrollment Meetings
- ☒ Coordinating Employee Education Regarding Plan Investment and Fees
- ☒ Helping Participants with Understanding Plan Benefits, Retirement Readiness, and the Impact of Increasing Deferrals

Acknowledgement of IRA Rollover Education to Plan Participants

Sponsor acknowledges and agrees that:

- ☒ Investment Advisor may provide IRA rollover educational information to Plan participants.
- ☒ Investment Advisor will not solicit Plan participants or provide recommendations to Plan participants on the advisability of taking Plan distributions.
- ☒ Any services to Plan participants that include discussions about individual distributions or how to invest the proceeds of a distribution will be performed separately with the Plan participant.

Appendix C – RFP Schedule

Annual Fee for Services

Sponsor agrees that Investment Advisor shall, in accordance with the provisions of Section 2 of the Agreement be paid monthly, in advance and as identified below, the Fees for providing the Services selected in Appendix B. The Fees shall be determined in one of the following ways:

☐ Assets Under Management: The Fees will be determined by reference to the value of assets held in custody by the Plan's custodian (such assets being referred to herein as the "account") and will represent a pro rata portion of annual fee equal to _____ % of the value of the Account. Investment Advisor may modify or change the Fees specified herein but only upon notice to and acceptance by Sponsor pursuant to the terms of the Agreement. The Fees will be based on the value of the Account as of the last business day of the preceding fee period and will be payable in full within thirty (30) days from the date of Investment Advisor's notice.

☐ Hourly Rate: \$ _____ flat hourly fees (not to exceed \$300.00 per hour), payable quarterly, after the period in which Services were rendered by Investment Advisor. Additional fees for staff time may apply at a rate of \$35 per hour.

☒ Flat Fee: \$ see below per year first annual fee, payable quarterly, in advance of the period for which Services, are to be rendered by Investment Advisor. A partial prepayment of the stated annual fee may be due upon engagement. Any fee exceeding \$1200 shall only be billed or prepaid less than 6 months in advance of rendering the Services. The balance of all unpaid fees shall be deemed earned by Investment Advisor and payable upon Investment Advisor's rendering of Services selected by Sponsor in Appendix B. The stated annual fee will be increased each year with a cost-of-living adjustment of 3%. The annual fee will be recalculated after one (1) year and billed quarterly as follows:

Amount Due	Date Due
Advisory Fee - ongoing	\$25,000 annual (6,750 to be paid quarterly)
Administrative Fee - one-time see Appendix D	\$22,000 1-time (billed monthly at \$4,000)

In the case of an Hourly Fee or Flat Fee, Investment Advisor shall not be compensated based on a share of capital gains upon, or the capital appreciation of, the funds or any portion of the funds, in the Account. The Fees set forth above are for the Services only and do not include any other professional services, including legal or accounting services, that Sponsor may require. Investment Advisor shall not accept prepaid fees more than \$1200 for Services to be rendered more than 6 months in advance in the future. Sponsor understands that Sponsor will bear and be responsible for paying all brokerage commissions, transaction costs, account service fees and other incidental costs that may be incurred because of the Services provided by the Investment Advisor. Neither Investment Advisor, nor its agents or affiliates, shall be responsible for the acts, omissions or insolvency of any other individual, agent, broker, or independent contractor selected to take any action or to negotiate or consummate any transaction on Sponsor's behalf or regarding the Account. Nothing herein shall constitute a waiver of any Sponsor's rights under federal or state securities laws. All advisory fees shall be remitted to Secure Asset Management, LLC, not its investment adviser representatives, and Sponsor shall ultimately be responsible for paying, in full, any remaining outstanding fees for the Services upon Secure Asset Management's rendering of the Services.

Payment of Fees

The Fee arrangement selected above in Section 1 of this Appendix C shall be paid:

☐ By the recordkeeper directly from Plan assets, investments, or the Account upon receipt of invoices from Investment Advisor.

☒ Directly by Sponsor upon receipt of invoices from Secure Asset Management, LLC.

Appendix D - One-Time Cleanup

Proposal for Retirement Plan Consulting

City of Pontiac 457(b) Plan and 401(a) Plan

I) Compliance and Operational Review:

- ☒ Review all Plan documents and amendment of all Vendors.
- ☒ Review all forms utilized in operation of the Plan(s).
- ☒ Review transactions and payroll elections.
- ☒ Review training and processes used in communications to employees regarding the Plan(s).
- ☒ Review and develop/amend internal process and procedures in plan operations.
- ☒ Assist with implementation of new procedures with HR Department.
- ☒ Make recommendations for changes to best meet Plan/HR Department objectives.
- ☒ Identify any Plan compliance defects and correction options.

II) Plan Governance Review:

- ☒ Review governance structure and documentation in place today.
- ☒ Identify best practices for new Plan Committee/Oversight Boards.
- ☒ Assist in establishment of new governance structures and oversight.
- ☒ Provide Fiduciary training as needed.

III) Administrative and Provider Consulting:

- ☒ Identify pro/cons of each vendor currently being utilized by City employees and retirees.
- ☒ Review fees and service agreements for each vendor.
- ☒ Review capabilities related to City of Pontiac to deliver services needed.
- ☒ If possible, identify one vendor in which to consolidate both Plan(s) recordkeeping service.
- ☒ Negotiate fees with HR Department for consolidation under one vendor.
- ☒ Develop an implementation strategy for consolidation of vendors to one existing vendor.
- ☒ Implement with HR Department the strategy to consolidate vendors to one existing vendor.
- ☒ Consider vendor searches if current vendors do not meet objectives.
- ☒ Develop Request for Proposal for recordkeeping search if cannot consolidate to one existing vendor.
- ☒ Lead implementation of new vendor/transition as required.

IV) Investment Consulting:

- ☒ Review all investment options utilized for all Vendors. Review all contracts of investment options.
- ☒ Review Investment Policy Statement for plan(s).
- ☒ Review training and processes used in communications to employees regarding the Plan(s).
- ☒ Review and develop new processes to evaluate and monitor Funds. Benchmark the Plan(s) pricing and investment offerings.
- ☒ Implementation of new or amended Investment Policy Statement.
- ☒ Make recommendations for changes to best meet Plan/HR Department objectives.
- ☒ Transition management and communications as needed.

PRIVACY NOTICE

FACTS	WHAT DOES SECURE ASSET MANAGEMENT, LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number, date of birth and income ■ Investment profile information like objective, experience, risk tolerance ■ Asset information, account transactions & performance, tax reporting,
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Secure Asset Management, LLC. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<p>For our everyday business purposes—</p> <p>To process your transactions, maintain your account(s), respond to court orders and legal investigation, report to credit bureaus and provide related services, it is necessary for us to provide access to personal information with our affiliated companies and to certain non-affiliated companies that perform services for us.</p>	Yes	No
<p>For our affiliates business purposes—</p> <p>information about your credit worthiness.</p>	No	We do not share
<p>For our marketing purposes—</p> <p>to offer our products and services to you.</p>	Yes	No
<p>For affiliates to market to you— if</p> <p>you are not currently a customer.</p>	Yes	Yes
<p>For non-affiliates to market to you</p>	No	We do not share
<p>For joint marketing with other financial companies</p> <p>We will share your information with financial companies where an agreement exists between us to market financial products or services to you or as necessary to service your investments or accounts. However, if your investment advisor representative is not affiliated with a particular financial company, and you have no account with them, we will not share your information for marketing without your consent.</p>	Yes	No
<p>For clients of investment adviser representatives</p> <ul style="list-style-type: none"> ■ At some point in the future, your financial professional may terminate his/her relationship with us and establish one with a new firm. We, or your financial professional, may disclose your personal information to the new firm. If you do not want this to occur when/if your financial professional terminates with us, you may request the sharing to be limited. If your primary address is in a state that requires your affirmative consent, (for example CA, MA, ME, NM, ND, VA) then you must give consent before we allow your personal information to be shared with the new firm. 	Yes	Yes

For clients of independent registered representatives <i>(continued)</i>		
<ul style="list-style-type: none"> ■ If your financial professional sells all/part of his/her business, your personal information may be shared with the acquirer. ■ Your professional may own, control or be affiliated with other entities such as an insurance business, tax preparation business, accounting business or independent investment advisory firm and your personal information may be shared with these entities. 	Yes	Yes

Who we are	
Who is providing this notice?	Secure Asset Management, LLC. Our affiliates covered under this notice include Aurora Securities, Inc.

What we do	
How does Secure Asset Management, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We require companies that help us provide services to you to protect the personal information they receive.
How does Secure Asset Management, LLC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open, apply-for, maintain an account or investment through us. ■ Communicate with your registered representative. <p>We also collect your personal information from others such as our affiliates, credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness. ■ affiliates from using your information to market to you. ■ sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>

To limit our sharing	<ul style="list-style-type: none"> ■ Call 248-414-1502 to speak with our Chief Compliance Officer ■ Email us at secureamcompliance@sassetmgmt.com <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call (248) 414 – 1502 and/or go to www.sassetmgmt.com

Secure Asset Management, LLC
a Registered Investment Advisor
2565 W. Maple Road, Troy, MI 48084

BUSINESS CONTINUITY AND DISASTER PLAN (BCP)

Continued business operations are critical for Secure Asset Management, LLC. We will attain continued business operations by following our Business Continuity and Disaster Plan (BCP) as follows:

Emergency Contact Persons

Our firm's two emergency contact persons are: Bryan Spencer, President, 248-705-6088, bspencer@secureinvestorsgroup.com, Randall Joseph, Chief Compliance Officer, 517-507-1599, rjoseph@sassetmgmt.com. These names will be updated in the event of a material change, and our Executive Representative will review them annually.

Firm Policy

Our firm's policy is to respond to a Significant Business Disruption (SBD) by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of the firm's books and records, and allowing our customers to transact business. In the event that we determine we are unable to continue our business activity, and we will assure customers prompt access to their funds and securities. We will provide, in writing, a BCP disclosure to customers upon request.

Significant Business Disruptions (SBDs)

Our plan anticipates two kinds of SBDs, internal and external. Internal SBDs affect only our firm's ability to communicate and do business, such as fire in our building. External SBDs prevent the operation of the securities markets or a number of firms, such as a terrorist attack, a city flood, or a wide-scale, regional disruption. Our response to an external SBD relies more heavily on other organizations and systems, especially on the capabilities of our clearing firm.

Approval and Execution Authority

Randall Joseph, Chief Compliance Officer, is responsible for approving the plan and for conducting the required annual review. Bryan Spencer has the authority to execute this BCP.

Plan Location and Access

Our firm will maintain copies of its BCP plan and the annual review, and the changes that have been made to it for inspection. An electronic copy of our plan is located in a secure location.

Business Description

Our firm conducts business in financial planning and managing equity and fixed income portfolios. Our firm is an introducing firm and does not perform any type of clearing function for itself or others. Furthermore, we do not hold customer funds or securities. All transactions are sent to our clearing firm, which executes our orders, compares them, allocates them, clears and settles them, and delivers funds and securities. We do not engage in any private placements.

Office Locations

Our Firm's main office is located at 2565 West Maple Road, Troy, MI 48084. Its main telephone number is 248-435-0400.

Alternate Physical Location

In the event of an SBD, we will move business operations to 563 S. Bates, Birmingham, MI 48009. Its main telephone number is 248-705-6088.

Customers' Access to Funds and Securities

Our firm does not maintain custody of customer's funds or securities. In the event of an internal or external SBD, if telephone service is available, customers may access their funds and securities by contacting their investment company directly by calling the number on their statements. The firm will make this information available to customers through its disclosure policy.

Secure Asset Management, LLC

a Registered Investment Advisor
2565 W. Maple Road, Troy, MI 48084

Data Back-Up and Recovery (Hard Copy and Electronic)

Our firm maintains its primary electronic and hard copy books and records at 2565 W. Maple Road, Troy, Michigan, 48084. The firm backs up its electronic records with ShareFile (Citrix) Software. In the event of an internal or external SBD that causes the loss of our records, we will recover them from our cloud backup with ShareFile.

Financial Operational Assessments

Operational Risk

In the event of an SBD, we will immediately identify what means will permit us to communicate with our clients, employees, critical business constituents, critical banks, critical counterparties, and regulators. Although the effects of an SBD will determine the means of alternative communication, the communications options we will employ will include our telephone voice mail, and secure e-mail. In addition, we will retrieve our key activity records as described in the section above, Data Back-Up and Recovery.

Financial and Credit Risk

In the event of an SBD, we will determine the value and liquidity of our investments and other assets to evaluate our ability to continue to fund our operations and remain in capital compliance. We will contact our clearing firm, critical banks, to apprise them of our financial status. If we determine that we may be unable to meet our obligations to those counter-parties or otherwise continue to fund our operations, we will request additional financing from our bank or other credit sources to fulfill our obligations to our customers and clients. If we cannot remedy a capital deficiency, we will file appropriate notices with our regulators.

Alternate Communications Between the Firm and Customers, Employees, and Regulators

Customers

We now communicate with our customers using the telephone, e-mail, our website, a fax, and the U.S. Mail. In the event of an SBD, we will assess which means of communication are still available to us, and use the means closest in speed and form (written or oral) to the means that we have used in the past to communicate with the other party. For example, if we have communicated with a party by e-mail but the Internet is unavailable, we will call them on the telephone and follow up where a record is needed with a paper copy in the U.S. mail.

Employees

We now communicate with our employees using the telephone, e-mail, and in person. In the event of an SBD, we will assess which means of communication are still available to us, and use the means closest in speed and form (written and oral) to the means that we have used in the past to communicate with the other party.

Critical Business Constituents

We have contacted our critical business constituents (businesses with which we have an ongoing commercial relationship in support of our operating activities, such as vendors providing us critical services), and determined the extent to which we can continue our business relationship with them in light of the internal or external SBD. We will quickly establish alternative arrangements if a business constituent can no longer provide the needed goods or services when we need them because of a SBD to them or our firm.

Regulatory Reporting

Our firm is subject to regulation by the Securities & Exchange Commission (SEC). We now file reports with our regulators using paper copies in the U.S. mail, and electronically using fax, e-mail, and the Internet. In the event of an SBD, we will check with the SEC, FINRA, MSRB and SIPC and other regulators to determine which means of filing are still available to us and use the means closest in speed and form (written or oral) to our previous filing method. In the event, that we cannot contact our regulators, we will continue to file required reports using the communication means available to us.

Updates and Annual Review

Our firm will update this plan whenever we have a material change to our operations, structure, business or location or to those of our clearing firm. In addition, our firm will review this BCP annually to modify it for any changes in our operations, structure, business, or location or those of our clearing firm.

Form ADV Part 3 – Client Relationship Summary

Date: 04/08/2021

Item 1: Introduction

SECURE ASSET MANAGEMENT, L.L.C. is an investment adviser registered with the Securities and Exchange Commission offering advisory accounts and services. Brokerage and investment advisory services and fees differ, and it is important that you understand the differences. This document gives you a summary of the types of services and fees we offer. Please visit www.investor.gov/CRS for free, simple tools to research firms and for educational materials about broker-dealers, investment advisers, and investing. Please refer to the Form CRS of our affiliated broker-dealer, Aurora Securities, Inc., for information regarding brokerage services. Some financial professionals registered with Secure Asset Management are also registered with Aurora Securities.

Item 2: Relationships and Services

Questions to ask us: Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

What investment services and advice can you provide me? Our firm primarily offers the following investment advisory services to retail clients: portfolio management (we review your portfolio, investment strategy, and investments); solicitor/selection of other advisers (we select a third party adviser for you to use). As part of our standard services, we typically monitor client accounts on a daily basis. Our firm has discretionary management without any material limitations. We do *not* limit the types of investments that we recommend. Our firm does *not* have a minimum account size. Please also see our Form ADV Part 2A ("Brochure"), specifically Items 4 & 7.

Item 3: Fees, Costs, Conflicts, and Standard of Conduct

Questions to ask us: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me? How might your conflicts of interest affect me, and how will you address them?

What fees will I pay? Our fees vary depending on the services you receive. Additionally, the amount of assets in your account affects our advisory fee; the more assets you have in your advisory account, the more you will pay us and thus we have an incentive to increase those assets in order to increase our fee. Our fixed fee arrangements are based on the amount of work we expect to perform for you, so material changes in that amount of work will affect the advisory fee we quote you. Fees can be paid monthly, quarterly and in advance or arrears, as agreed to in the Secure Asset Management Agreement. *Additionally, we have the following compensation structure: Other: SOLICITOR FOR 3RD PARTY MONEY MANAGERS* You pay our fees even if you do not have any transactions and the advisory fee paid to us generally does not vary based on the type of investments selected. Please also see Items 4, 5, 6, 7 & 8 of our Brochure.

Some investments (e.g., mutual funds, variable annuities, etc.) impose additional fees (e.g., transactional fees and product-level fees) that reduce the value of your investment over time. The same goes for any additional fees you pay to a custodian. Additionally, you will pay transaction fees, if applicable, when we buy or sell an investment for your account. **You will pay fees and costs**

Form ADV Part 3 – Client Relationship Summary

Date: 04/08/2021

whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Please also see our Brochure for additional details.

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?: *When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means (see heading immediately below).*

How do your financial professionals make money? Primarily, we and our financial professionals receive cash compensation from the advisory services we provide to you because of the advisory fees we receive from you. This compensation may vary based on different factors, such as those listed above in this Item. Our financial professionals also have the ability to receive commissions from clients and therefore have an incentive to recommend products that provide them or us additional compensation over those that do not. Additionally, we recommend investments in which our related persons (e.g., a financial professional with our firm) have a proprietary interest. Thus we are incentivized to have you invest in those investments since our related persons receive added compensation from those investments. Please also see Item 10 of our Brochure for additional details.

Item 4: Disciplinary History

Questions to ask us: As a financial professional, do you have any disciplinary history? For what type of conduct?

Do you or your financial professionals have legal or disciplinary history? No, we do not have legal and disciplinary events. Visit <https://www.investor.gov/> for a free, simple search tool to research us and our financial professionals.

Item 5: Additional Information

Questions to ask us: Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

For additional information on our advisory services, see our Brochure available at <https://adviserinfo.sec.gov/firm/summary/144046> and any individual brochure supplement your representative provides. We also have an affiliated broker-dealer; please see the Client Relationship Summary for that firm delivered along with this document. If you have any questions, need additional up-to-date, or want another copy of this Client Relationship Summary, then please contact us at 248-414-1562.

Exhibit A – Material Changes to Client Relationship Summary

This is the initial version of the Client Relationship Summary. There are no material changes.