

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

133rd Session of the 11th Council – Tuesday, March 5, 2024, at 6:00 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. February 23, 2024, City Council Facilities and Property Subcommittee Meeting Minutes
- B. February 29, 2024, City Council Meeting Minutes
- C. Resolution to Approve a Settlement Agreement with Angela Benitez the former Human Resources Director for \$33,583.33

Special Presentations

1. 2023 Holiday Extravaganza "Together We Can Make a Difference" Painting Presentation
2. Introducing the Youth Recreation Skills to Reaching Emotional Social Stability (STRESS) Program
Presentation Presenter: Tanesha Taylor, City of Pontiac Youth Recreation Manager
3. Community Conversation on Human Rights Protections and Housing Source of Income Discrimination
All Are Welcome: Monday, March 11, 2024 from 7:00 to 9:00 pm, Held at Prospect Missionary Baptist Church, 351 Prospect Street, Pontiac 48341
4. Pontiac United "Beyond Martin and Rosa" Black History Month Contest Winners

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

5. Resolution to Approve the First Reading of An Ordinance to Amend the City of Pontiac Zoning Ordinance to Amend Requirements for Adult-Use Marihuana Retail Establishments in Designated Overlay Districts and Caregivers

6. Adoption of an Ordinance to Amend the City of Pontiac Municipal Ordinance to Amend Licensing Requirements for Mobile Food Trucks and to Regulate Special Events to include: Article XIXa, Chapter 26, Sections 26-1030 through 26-103 (**Second Reading**) (**Deferred from the February 20, 2024 City Council Meeting**)

Resolutions

City Council

7. Resolution to Rename the City Skatepark as the Roberto Duran Rodriguez Skatepark
8. Resolution Requesting Housing Study Timeline

Economic Development Division

9. Resolution to Schedule a public hearing for the Sale of Vacant City-owned parcels Blaine Ave., 64-14-20-305-019; 234 S. Shirley Ave., 64-14-33-208-017; 66 Nelson St., 64-14-21-352-025; 268 Luther Ave. 64-19-04-176-031; 32 Bennett St., 64-14-20-383-026; 494 Bloomfield Ave., 64-19-04-107-021; Luther Ave., 64-19-04-156-022; 85 Gillespie Ave., 64-14-32304-005 for March 19, 2024 at 6:00 p.m.

Finance Department

10. Resolution to Approve Proposed Budget Amendments for Fiscal Year 2023-24 increase in estimated revenue in the following GL account: 212-000-532.000 – OCSCMG – Federal Grant Others: \$133,646.09, increase the appropriation in the following GL accounts: 212-813-818.000 – OCSCMG – Other Professional Service - \$26,327; 212-813-976.001 – OCSCMG – Building Additions & Improvements - \$107,319.09; 445-815-976.001 – Building Additions & Improvements - \$9,057; 445-815-977.008 – Special Equipment - \$133,249 (These budget amendments are for repairs at the Robert Bowens and Ruth Peterson Senior Centers)

Grants & Philanthropy Department

11. Resolution to Approve Contract Number 24-5047 for Grant Funding from the Michigan Department of Transportation (MDOT) for the Reconstruction of the Martin Luther King Jr. Blvd. Bridge and Road Work Repairs along Martin Luther King Jr. Blvd.

Human Resources Department

12. Resolution to Approve Contract Work for Submission of TASC ACA Reporting and 5500 Filing

Planning Division

13. Resolution to Approve the Planning Commission's 2023 Year-End Report in accordance with MCL 125.3819 of the Michigan Planning Enabling Act

Public Comment (Three Minutes Time Limit)

Public Communications

City Council

14. Your Pontiac City Council has formally recognized March 2024 as Women's History Month in Pontiac. Among other activities happening this month, please visit Pontiac City Hall to see the spotlight on women in our community who have made a difference and been trailblazers. To share names of other community members you'd like to see recognized, please contact the Pontiac City Council office.
15. StArt Youth Theatre Presents "Disney Lion King Jr." at the Flagstar Strand Theatre, March 1-9, 2024. The theatre is at 12 N. Saginaw Street in Downtown Pontiac; contact their Box Office for ticket information.
16. CARE House is offering a free 15-week Nurturing Parent Program beginning Thursday, March 7. For more information, email smcdonald@carehouse.org
17. Afro Beats at Pontiac Little Art Theatre (The PLAT), Thursdays at 8:00 pm. The PLAT is at 47 N. Saginaw Street in Downtown Pontiac. Visit theplat.org for more information.

18. Dirk Kroll Band Live at Goldner Walsh, Thursday, March 7, 2024 at 7:30 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. Tickets and info at goldnerwalsh.com
19. Webster Community Center Volunteer Demo Day, Saturday, March 9, 2024 from 9:00 am to 1:00 pm, held at 640 W. Huron Street, Pontiac 48341. Park in the lot directly behind the school building. For more information, contact Micah 6 Community.
20. New Springfield Missionary Baptist Church 50th Year Anniversary Bowling Fundraiser, Saturday, March 9, 2024 from 2:00 to 5:00 pm at Classic Lanes in Rochester Hills. For tickets and more information, call (248) 332-8242 or (248) 214-6135.
21. Jazz Night featuring Ben Sharkey, Saturday, March 9, 2024 with doors opening at 7:00 pm, held at Pontiac Little Art Theatre (The PLAT), 47 N. Saginaw Street in Downtown Pontiac. For tickets and more information, call (248) 644-2110 or visit theplat.org
22. "Music for the Soul," a Benefit Concert for Accent Pontiac, Sunday, March 10, 2024 at 6:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac
23. Next Eastside Community Meeting is Monday, March 11, 2024 from 7:00 to 9:00 pm, held at Prospect Missionary Baptist Church, 351 Prospect Street, Pontiac 48341. For more information, contact District Seven's representative, Pontiac City Council President Mike McGuinness.
24. Vogue Presents Glow in the Dark Fitness with Team Max Effect, Tuesday, March 12, 2024 with doors opening at 6:30 pm, held at Vogue Night Club, 25 S. Saginaw Street in Downtown Pontiac. RSVP Tickets on EventBrite and more information is available at thevogueclub.com
25. Pontiac Regional Chamber Prosperity Pontiac 2024 Dinner, held Wednesday, March 13, 2024 from 5:30 to 8:30 pm at the Centerpoint Marriott, 3600 Centerpoint Parkway, Pontiac 48341. Tickets are \$70 for Chamber Members, or \$85, or included with a \$125 individual membership to the Chamber. Contact the Pontiac Regional Chamber for more information.
26. Next District Five Citizens Council Meeting is Thursday, March 14, 2024 at 5:00 pm, held in the Lions Den of Pontiac City Hall. There is also a virtual option for meeting participation. For more information, contact City Councilman William Parker, Jr.
27. 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.
28. "Brushed Aside" Art Sale and Fundraiser, March 16, 2024 in the studio at The Art Experience, 175 S. Saginaw Street in Downtown Pontiac VIP Hour is from 12:00 to 1:00 pm, and the Main Event from 1:00 to 5:00 pm.
29. Michigan Technology Conference, March 21 and 22, 2024, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341. This is an immersive experience in our region's growing tech scene. Engage in innovation, networking, and learning with industry leaders. For more information, visit MITechCon.org
30. Next Pontiac District Three Community Meeting, Monday, March 25, 2024 at 5:00 pm, held at the Baldwin Center, 212 Baldwin Avenue, Pontiac 48342. For more information, Contact District Three's City Councilman Mikal Goodman.
31. Next Pontiac District Two Neighborhood Advisory Meeting is Monday, March 25, 2024 at 7:00 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For more information, contact District Two's City Councilman Brett Nicholson.

32. Next Pontiac District Four Community Meeting is Thursday, March 28, 2024 at 6:00 pm, held at New Mount Moriah International Church, 313 E. Walton Boulevard, Pontiac 48340. For more information, contact District Four's City Councilwoman Kathalee James.
33. Second Annual Pontiac Alumni Roundball Classic, March 30, 2024, Doors Open at 12:00 pm, First Game at 1:00 pm, Held at Rochester University, 800 W. Avon Road in Rochester Hills. Tickets are \$10. Contact Dennis Thompson for more information.
34. Next Pontiac District One Monthly Meeting is Saturday, March 30, 2024 from 3:00 to 5:00 pm. For more information, contact District One City Councilwoman Melanie Rutherford.
35. Property Tax Foreclosure Deadline with the Oakland County Treasurer's Office is April 1, 2024. Contact the Oakland County Treasurer's office for assistance or more information, or visit oakgov.com/treasurer
36. Rend Collective Performs at the Strand Theatre, Wednesday, April 3, 2024 at 7:00 pm, the Flagstar Strand Theatre is located at 12 N. Saginaw Street in Downtown Pontiac. Visit flagstarstrand.com or call (248) 309-6445 for more information.
37. M1 Concourse Cars and Coffee: Ford, Lincoln, and Mercury, Saturday, April 6, 2024 from 8:00 to 11:00 am, held at M1 Concourse at 1 Concourse Drive, Pontiac 48341. Visit mlconcourse.com for more information.
38. Identify Your Dream Foundation "Strike Out for Violence" Bowling Fundraiser, Sunday, April 7, 2024 from 1:30 to 4:30 pm. Held at Classic Lanes in Rochester Hills. For more info, visit identifyyourdream.org
39. 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.
40. 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.
41. 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.
42. 40 West Howard Artists Guild Spring Open House, Saturday, April 27, 2024 from 1:00 to 7:00 pm, held at the Artist Studios inside 40 West Howard Street, Pontiac 48342.
43. Pontiac Skatepark Ribbon Cutting, Friday, May 3, 2024
44. 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.
45. Shawn Colvin and KT Tunstall in Concert, Saturday, May 4, 2024, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or contact Ticketmaster.
46. 10th Annual Art Fish Fun Festival, Saturday, June 8, 2024 held at Beaudette Park in Pontiac
47. Accent Pontiac Birdies and Beats Fundraiser, June 28, 2024 at 8:30 am, held at the Links at Crystal Lake, 800 Golf Drive, Pontiac 48341. For more information, contact dmiller@accentpontiac.org

48. Elam Family and Friends Block Party, Saturday, July 20, 2024 from 11:00 am to 7:00 pm, held outside the Elam Barber Shop, 485 S. Sanford Street, Pontiac 48341.

Mayor's Office

49. Pontiac Youth Recreation Winter Programs are Underway, Contact (248) 758-3037 or visit pontiacrecreation.recdesk.com for more information. Programs include Baking Class, Kickboxing, The Voice, Mentoring, Robotics, Tutoring, Boxing, 3D Printing, Intermediate Band, Digital Content, and More.
50. City of Pontiac Mobile Food Vendors and Temporary Events Town Hall, Thursday, March 7, 2024, 5:30 -6:30 p.m., held at Robert Bowens Senior Center, 52 Bagley St., Pontiac
51. City of Pontiac Purchasing Division Supplier Connect Event, Friday, March 15, 2024, from 5-6pm held at City Hall (Council Chambers) 47450 Woodward, Pontiac
52. Pontiac Youth Recreation Spring Bash and Egg Hunt is Saturday, March 23, 2024
53. City of Pontiac Purchasing Division Supplier Connect Event, Friday, April 19, 2024, from 5-6pm held at City Hall (Council Chambers) 47450 Woodward, Pontiac
54. City of Pontiac Purchasing Division Supplier Connect Event, Friday, May 17, 2024, from 5-6pm held at City Hall (Council Chambers) 47450 Woodward, Pontiac
55. City of Pontiac is Currently Hiring for Multiple Positions and Encourages Pontiac Residents to Apply Visit http://pontiac.mi.us/departments/human_resources/employment_opportunities/index.php
56. Our 50th District Court is Also Hiring, with Openings for a Full-Time Court Clerk, a Full-Time Court Officers, and a Part-Time Court Magistrate. Pontiac Residents are Encouraged to Apply.

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A



Pontiac City Council
Facility and Property Subcommittee Meeting
February 23, 2024
3:00 P.M.

Meeting Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: William Carrington (Present), Michael McGuiness (Present), and Kathalee James (Present)

Others Present: Mayor Tim Greimel, Angelita Santiago, Deborah Younger, Michael Martin, Deputy Mayor Khalfani Stephens.

The meeting started shortly after 3:07 P.M.

Items for discussion during this meeting was a series of follow-up questions from previous meetings. This subcommittee sought answers to the following series of questions: Conversation ensued, and the following dialogue took place.

What is that status of Public Works facilities staff? Administration advised that would follow up and get back with council next week.

Is there a plan in place for a DPW Facility? Administration advised that there was no concrete plan in motion as of today.

Update on the Potential Sale of Purdue School Site: No update at this time.

Update on demolition of Old McCarroll School and Ewalt Center. Have RPF's went out yet. There is some work that needs to be completed by Oakland County to see if their funds can be spent for the demolition specifically for Old McCarroll School. Michael Martin from Grants/Philanthropy department did complete a grant for the The Demolition of Ewalt Center in the amount of \$500.000.

Administration advised this committee that an update on the Youth Recreation Center Construction will be presented to the City Council within in the next two weeks.

Update on the 50th District Courthouse HVAC: The HVAC system has not been fixed currently there is no plan in place.

Update on repairs to the Sheriff Station: Administration will be following on this and get back to City Council.



Pontiac City Council
Facility and Property Subcommittee Meeting
February 23, 2024
3:00 P.M.

Meeting Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: William Carrington (Present), Michael McGuiness (Present), and Kathalee James (Present)

Updates on repairs to City's Fire Stations: No updates at this time.

The next public hearing on City owned properties is slated for March 6, 2024. These public hearings will mainly consist of sidewalks and two redevelopment lots for houses.

Update on the Development Agreement for the sale of Kennett Road Landfill property. Per Deborah Younger the response was yes, and it will come before the City Council for consideration next week.

Public Comments from Steve Jarvis Representing Redroot Pontiac. He is a Pontiac resident since 2021 and had a group that was willing to purchase the properties and donated them back to Mr. Jarvis. He stated Deeds were not received until the 40th day and according to him, the proper policy to send deeds was not properly executed on all 30 properties within the last calendar year. He is asking that the City Council waive its fees.

Meeting adjourned at 4:09 P.M.

CONSENT AGENDA

B

February 29, 2024, Draft

**Official Proceedings
Pontiac City Council
132nd 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 Thursday, February 29, 2024, at 6:05 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathy Dessureau – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness and William Parker Jr.

Mayor Tim Greimel was present.

A quorum was announced.

Authorization to Excuse Councilmembers

Motion to excuse Councilmembers Brett Nicholson and Melanie Rutherford from the meeting for personal reasons. Moved by Councilperson Goodman and second by Councilperson Carrington.

Ayes: Carrington, Goodman, James, McGuinness and Parker

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson James and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Parker and Carrington

No: None

Motion Carried

Councilwoman Rutherford arrived to the meeting at 6:08 p.m.

Consent Agenda

24-60 **Resolution to approve the consent agenda for February 29, 2024.** Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for February 29, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for February 29, 2024, including the February 20, 2024, City Council Meeting Minutes, Resolution Recognizing March as Women’s History Month, Resolution Recognizing Pontiac Resident Tamika Jenkins on her Trailblazing Law Enforcement Career and Resolution Congratulating McLaren Oakland on their Designation as a Primary Stroke Center.

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

No: None

Resolution Passed

24-60B Resolution Recognizing March as Women’s History Month. Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, the month of March is National Women’s History Month, which recognizes and spreads awareness of the importance of women in our nation’s history; and,
WHEREAS, women in the United States were once considered property or chattel of their husbands and were subjected to second-class citizenship, but through tireless determination and opposition to that adversity, women nevertheless persisted and gained greater rights and independence; and,
WHEREAS, the majority of American citizens are women, and the majority of Pontiac residents are women, and the City of Pontiac, Michigan has been positively shaped by past and present female residents and business owners through the decades; and,
WHEREAS, despite substantial advancements for women in the United States, much remains to be done to ensure that women, particularly women of color, are able to realize their full potential as equal members of society;
NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby proclaims March 2023 as Women’s History Month in Pontiac, Michigan; and
FURTHER RESOLVED, the City of Pontiac honors the contributions of all women in the fight for gender equality, racial justice, and social equity and the impact they have made in our city, our state, our nation, and our world; and
FURTHER RESOLVED, the City of Pontiac shall install Women’s History Month exhibits throughout our municipal buildings and be featured on our social media platforms; and
FURTHER RESOLVED, that the City of Pontiac welcomes additional opportunities to commemorate and celebrate the phenomenal women who have shaped the City of Pontiac, the State of Michigan, and the United States of America.

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

No: None

Resolution Passed

24-60C Resolution Recognizing Pontiac Resident Tamika Jenkins on her Trailblazing Law Enforcement Career. Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, the City of Pontiac, Michigan strives to acknowledge citizens of our great City whose exemplary character and professional accomplishments have had a positive impact of elevating and inspiring the community; and,
WHEREAS, Tamika Jenkins is a resident of Pontiac, Michigan and previously served on the Pontiac Police Department’s force; and,
WHEREAS, Tamika Jenkins has recently risen to the rank of interim Chief of Police for the City of Inkster, Michigan, which is a trailblazing accomplishment as both a woman in law enforcement and as a Black woman in law enforcement; and,
WHEREAS, Chief Jenkins has served in previous law enforcement leadership roles for the City of Inkster, as well as the Detroit Public Schools Police Department, in addition to past community-uplifting and volunteerism efforts;
NOW, THEREFORE, BE IT RESOLVED, that the members of the Pontiac City Council in partnership with Mayor Tim Greimel hereby recognize Pontiac resident Tamika Jenkins on her trailblazing law enforcement career; and

February 29, 2024, Draft

FURTHER RESOLVED, the City Council, on behalf of the entire Pontiac community, extends our congratulations to Chief Jenkins on her recent elevation to the Police Chief role for the City of Inkster.

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

No: None

Resolution Passed

24-60D **Resolution Congratulating McLaren Oakland on their Designation as a Primary Stroke Center.** Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, the City of Pontiac, Michigan strives to continually improve the quality of life for all its citizens, including through expanded health care services and improve health care quality; and, WHEREAS, stroke is the fifth leading cause of death in the United States and one of the leading causes of long-term disabilities; and,

WHEREAS, the City of Pontiac is home to multiple health care service providers and multiple substantial hospital complexes, including McLaren Oakland; and,

WHEREAS, McLaren Oakland has received designation as a Primary Stroke Center from the Joint Commission, an independent not-for-profit accrediting organization that certifies health care organizations and programs in the United States; and,

WHEREAS, this designation was made in collaboration with the American Heart Association and the American Stroke Association, and this Primary Stroke Center status is attained when a hospital meets national standardized performance measures in the care of stroke patients;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby congratulates McLaren Oakland and their staff on their designation as a Primary Stroke Center; and

FURTHER RESOLVED, the City Council celebrates McLaren Oakland's important role within our community, and their continued location in downtown Pontiac; and

FURTHER RESOLVED, the Council welcomes the Pontiac focus and Pontiac collaborative efforts by McLaren Health Care and its statewide McLaren Stroke Network; and

FURTHER RESOLVED, we commend McLaren Oakland President and Chief Executive Officer Tracey Franovich for her leadership, as well as the entire McLaren Oakland team for their work.

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

No: None

Resolution Passed

Special Presentations

Preventing Property Tax Foreclosure for Pontiac Residents

Presenter: Robert Wittenberg, Oakland County Treasurer

Motion to suspend the rules. Moved by Councilperson Carrington and second by Councilperson Parker.

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

No: None

Motion Carried

Reporting Election Results from Pontiac

Presenter: Garland Doyle, City Clerk

GM on Main Street News of \$50,000 Grant Funding for Downtown Pontiac

February 29, 2024, Draft

Healthcare Training Opportunities with CarePro Healthcare Training

Presenter: Dr. Brittney Sanders

Recognition of Elected Officials - None

Agenda Address

1. Ken Moses addressed item #5
2. Robert Bass addressed items #5 & #6
3. Dr. Deirdre Waterman addressed items #2 & #11
4. Carlton Jones addressed items #5 & #8
5. Kathy Homik addressed item #5
6. Darlene Clark addressed items #5 & #6
7. Gloria Miller addressed items #5 & #6
8. Irene Wright addressed item #5

Agenda Items

Ordinances

City Council

Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66 (Second Reading). Moved by Councilperson Goodman and second by Councilperson Parker. Discussion.

Motion to postpone Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66 (Second Reading) for two (2) weeks. Moved by Councilperson Carrington and second by Councilperson Goodman.

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

No: None

Motion Carried

Motion to suspend the rules to add a resolution. Moved by Councilperson James and second by Councilperson Goodman.

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

No: None

Motion Carried

24-61 **Resolution for Community Engagement for Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66 (Second Reading).** Moved by Councilperson James and second by Councilperson Goodman.

February 29, 2024, Draft

BE IT HEREBY RESOLVED that the Pontiac City Council shall hold a Community Engagement session regarding the proposed ordinance changes prior to the next reading of the ordinance at the March 12th City Council Meeting.

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

No: None

Resolution Passed

Code Enforcement Division

2433 **Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article VI, Chapter 22, Division 7, Sections 801 And 806 to include the requirement of all housing structures to be registered with the City of Pontiac if occupied by persons other than the owner to include: Article VI, Division 7, Chapter 22, Section 801 And 806 (Second Reading).** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

Ordinance Adopted

****Ordinance 2433 attached as Exhibit A****

Planning Division

2434 **Adoption of 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 Two (2) Specific Parcels on the West Side of Baldwin Avenue between West Tennyson Avenue and West Kennett Road. (Second Reading).** Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Ordinance Adopted

****Ordinance 2434 attached as Exhibit B****

Resolutions

City Council

24-62 **Resolution Requesting Written Timeline for City of Pontiac Master Plan Update Process.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac Master Plan last major update was completed in 2014, and it is best practice to revisit the process with thorough reviews and updates of a municipality's Master Plan every five years; and,

WHEREAS, this Pontiac City Council has consistently communicated their interest, intention, and expectation in that Master Plan update being prioritized and pursued in a timely manner; and,

WHEREAS, this City Council had initially expected the Master Plan update to be completed the previous Fiscal Year, as funding for that project was included in the 2022-2023 Fiscal Year Budget that we adopted; and,

WHEREAS, the Mayor and Administration has repeatedly stated for many months that a proposal for a selected professional firm to lead that process would soon come before City Council for consideration, which would begin the process, but that proposal has still not come to City Council;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby formally requests from the Mayor of Pontiac an explicit timeline on the City of Pontiac Master Plan update from the start of the process to completion; and

FURTHER RESOLVED, the City Council requests that the timeline be provided in writing.

Ayes: McGuinness, Parker, Rutherford, Carrington, Goodman and James
No: None
Resolution Passed

Department of Public Works (DPW)

24-63 **Resolution to Approve the City of Pontiac entering into a Two-Year Renewal Contract with Azteca Systems, LLC for a Cityworks Software License.** Moved by Councilperson Carrington and second by Councilperson James.

WHEREAS, the Department of Public Works seeks approval to renew the software license agreement for Cityworks; and

WHEREAS, Cityworks is used to manage service requests and work orders primarily in the Department of Public Works; and

WHEREAS, the renewal of the Cityworks software license agreement is a budgeted expense of \$21,175 per year; and

WHEREAS, the Department of Public Works seeks City Council approval for the Mayor or the Mayor's Designee to execute a two-year contract with Azteca Systems, LLC for renewal of the Cityworks software license.

NOW, THEREFORE IT IS RESOLVED that the Pontiac City Council approves the Mayor or Mayor's Designee entering into a two-year contract with Azteca Systems, LLC for the renewal of a Cityworks software license in an amount Not-To Exceed \$42,350.

Ayes: Parker, Rutherford, Carrington, Goodman, James and McGuinness
No: None
Resolution Passed

24-64 **Resolution to Approve \$197,150 for the Purchase of Four Pick-Up Trucks for the Department of Public Works from Lunghamer Ford Owosso.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the Department of Public Works seeks to upgrade its fleet with the purchase of four pick-up trucks to meet the City's growing mowing and plowing needs; and

WHEREAS, existing department trucks and attachments have exceeded their useful life resulting in high maintenance and repair costs; and

WHEREAS, the vehicles will be purchased from Lunghamer Ford of Owosso, a State of Michigan approved MiDeal vendor in accordance with Article VI, Section 2-523 of the Pontiac Municipal Code; and

WHEREAS, the total cost for the expenditure is \$197,150 and will be taken from the Department of Public Works-ARPA Fund GL No. 285-458-977.002-ARPDWP.

NOW THEREFORE BE IT RESOLVED that the City Council approves the purchase of four pick-up trucks from Lunghamer Ford Owosso, using the State of Michigan MiDeal Cooperative No. 071B770180.

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or his Designee to execute a sales contract for the referenced purchase in an amount Not- to- Exceed \$197,150.

Ayes: Parker, Rutherford, Carrington, Goodman, James and McGuinness
No: None
Resolution Passed

February 29, 2024, Draft

Economic Development Division

24-65

Resolution Authorizing the Sale of City-Owned Property to Bridge on Orchard Lake LLC for a Housing Development and to enter into Purchase and Development Agreement.
Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac is the owner of the parcels listed in Exhibit A and described here as:

469 ORCHARD LAKE, 64-14-32-152-035

447 ORCHARD LAKE, 64-14-32-152-006

447 ORCHARD LAKE, 64-14-32-152-006

29 ORCHARD LAKE, 64-14-32-152-033

ORCHARD LAKE, 64-14-32-152-030

ORCHARD LAKE, 64-14-32-152-029

ORCHARD LAKE, 64-14-32-152-032

WHEREAS, prior to selling any city-owned properties, a public hearing must be held in accordance with Section 3.113 of the Pontiac Home Rule Charter; and

WHEREAS, the City Council held a public hearing to sell city-owned property on October 10, 2023; and

WHEREAS, the Economic Development Division recommends selling the seven parcels to Bridge on Orchard Lake LLC to be developed into a housing project on Orchard Lake; and

WHEREAS, the purchase price per lot will be One-Thousand Dollars (\$1,000.00) and must be combined into one parcel; and

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the sale of the seven described parcels at One-Thousand Dollars (\$1,000.00) per lot.

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or his Designee to enter into Purchase and Development Agreements with Bridge on Orchard Lake LLC for the housing project.

Ayes: Rutherford, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Councilman Parker Jr. was absent for the vote.

Public Comment

1. Marcus Kelly
2. Robert Bass
3. Billie Swazer
4. Dr. Deirdre Waterman
5. Robert Cavin
6. Carlton Jones
7. Dr. Keyon Payton
8. Lezel Jacobs
9. Mohammed Khan
10. Roselyn Northcross
11. Kenny Anderson
12. Sabrina Jackson
13. Pastor Kathy Dessureau
14. Florence Etafia
15. Darlene Clark
16. Gloria Miller

Discussions

Seeking Status Update from Administration on when Martin Luther King, Jr. Bridge Reconstruction Contract with State of Michigan and State funding will come before Pontiac City Council for action

February 29, 2024, Draft

Seeking Status Update from Administration on General Employees Retirement System (GERS) Benefits

Seeking Status Update from Administration on when and how Council-Budgeted Homelessness Resources will be Utilized this Fiscal Year

Communications

City Council & Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, City Clerk Garland Doyle, Councilwoman Melanie Rutherford, Councilman Mikal Goodman, Councilwoman Kathalee James, Councilman William Parker, Jr. and Council President Mike McGuinness made closing comments.

Adjournment

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

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:06 p.m.

Garland S. Doyle
City Clerk

CITY OF PONTIAC
ORDINANCE No. 2433

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE ARTICLE VI, CHAPTER 22, DIVISION 7, SECTIONS 801 AND 806 TO INCLUDE THE REQUIREMENT OF ALL HOUSING STRUCTURES TO BE REGISTERED WITH THE CITY OF PONTIAC IF OCCUPIED BY PERSONS OTHER THAN THE OWNER TO INCLUDE:

ARTICLE VI, DIVISION 7, CHAPTER 22, SECTIONS 801 AND 806

The City of Pontiac Ordains:

Amend Article VI, Chapter 22, Division 7, Section 801- Registry of owners and premises is amended to modify subsection (b) to include all housing types and Section 806- Certificate of compliance is amended to modify subsection (c) to include all dwellings regulated by this division.

DIVISION 7. INSPECTIONS OF ONE- AND TWO-FAMILY DWELLINGS

22-801 Registry of owners and premises.

- (a) A registry of owners and premises shall be maintained by the Department of Building Safety.
- (b) The owners of one- and two-family dwellings which are occupied by persons other than the owner, which may be evidenced by the homestead declaration on the property being less than 100 percent and a dwelling unit not occupied by the titled owner of the property, or a one- or two-family dwelling for which an owner is offering to others for purposes of occupancy through rental or lease agreements, or by other mutually acceptable agreements leading to occupancy including, but not limited to, land contracts, cooperative housing (co-ops), townhomes, apartments, condominiums, single-family homes, semi-detached homes, multifamily homes, tiny homes, manufactured homes, and/or similar contractual agreements between parties for occupancy of a dwelling shall register their names, places of residence or usual places of business, Social Security or taxpayer identification number, state identification number, name(s) of the tenant(s), and the location of the premises regulated by this division with the Department of Building Safety. If the premises are managed or operated by an agent, the agent's name, place of business, Social Security or taxpayer identification number, and state identification number shall also be provided. The owners shall register by June 30, 2012, after the enactment of this division, without additional penalty. Within 60 days after change of ownership or change of agent, the new owner or agent shall reregister with the Department of Building Safety in the same manner as previously set forth. The Department of Building Safety may require information in addition to the information required by this

division for purposes of registration. A fee shall be paid upon registration. Such registration shall be valid until changed. Late registration fees paid after their due date shall be assessed a \$25.00 late fee per rental unit per month until paid.

(c) A property that has a land contract recorded with the Oakland County Register of Deeds that names the occupant of the dwelling unit shall be exempt from the requirements of this division.

(Code 1985, § 14-165; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17)

22-806 Certificate of compliance.

(a) An owner or agent shall apply for a certificate of compliance. Inspection and issuance of certificates shall be in accordance with the requirements of this division and with rules and procedures established by the Building Code Official.

(b) An application for a certificate of compliance shall be made when the owner enrolls in the registry of owners and premises. If the owner fails to register within the time required, any occupant of unregistered or uncertified premises may make application.

(c) Dwellings regulated by this division shall not be occupied unless a certificate of compliance has been issued by the Department of Building Safety. The certificates shall be issued only upon prior inspection of the premises, except as provided in subsection (h) of this section. The certificate shall be issued within 15 days if the dwelling is entitled thereto at the date of inspection.

(d) Inspections shall be made prior to first occupancy of single- and two-family dwellings regulated by this division when the construction or alteration is completed.

(e) Upon finding that there is no condition that would constitute a hazard to the health and safety of the occupants, and the premises are otherwise fit for occupancy, the certificate of compliance shall be issued. If the finding is of a condition that would constitute a hazard to health or safety, no certificate shall be issued, and an order to comply with this division shall be issued immediately and served upon the owner in accordance with section 22-807. On reinspection and proof of compliance, the order shall be rescinded, and a certificate issued.

(f) When a certificate of compliance is withheld pending compliance, no premises that have not been occupied for dwelling purposes shall be so occupied, and those premises that have been or are occupied may be ordered vacated until reinspection and proof of compliance have been established by the Department of Building Safety.

(g) A certificate of compliance shall be issued on condition that the premises remain in safe, healthful, and fit condition for occupancy. If upon reinspection the Department of Building Safety determines that conditions exist that constitute a hazard to health or safety, the certificate may be immediately suspended, a notice shall be served upon the owner to comply with this division, and the areas may be vacated as provided in subsection (f) of this section.

(h) The Department of Building Safety may authorize the issuance of a temporary certificate without inspection for those premises in which there are no violations of record and shall issue such temporary certificates upon application in cases where inspections are not made within a reasonable time. Temporary certificates may also be issued for premises with violations of record when the owner can show proof of having undertaken to correct such conditions.

(i) A violation of this division shall not prevent the issuance of a certificate of compliance, but the Department of Building Safety shall not issue a certificate when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises.

(j) It shall be required, and the responsibility of the owner, to maintain and post on the inside of the main entrance to the dwelling unit one copy of the certificate of compliance, either temporary or permanent, as such certificates are issued, at the premises for which they have been issued.

(k) No certificate of compliance shall be issued for any property unless all property taxes and water and sewer bills associated with the parcel in question are current and that the owner is in compliance with the provisions of the Pontiac Income Tax Ordinance.

(l) Any certificate of compliance issued by the Department of Building Safety after September 1, 2011, with an expiration date less than one year from the date of issuance, shall be deemed to expire three years after the date of issuance. The Department of Building Safety shall correct all records to reflect this change.

(m) It shall be unlawful for an owner to allow any unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental property, during or for any time in which there is not a valid certificate of compliance for the rental property and/or the property is not registered as a rental property with the City of Pontiac. This subsection does not apply to a tenant where the owner established that the conditions which constitute a hazard to health or safety were caused by that same tenant.

(n) Tenants of an occupied rental property that lacks a certificate of compliance and/or has not registered with the City of Pontiac as a rental property shall pay the rent that would otherwise have been due into an escrow account with the City of Pontiac under section 22-765. This subsection does not apply to a tenant where the owner established that the conditions which constitute a hazard to health or safety were caused by that same tenant.

If the owner of the rental property obtains a certificate of compliance and/or registers the property as a rental property with the City of Pontiac within the first 30 days in which payments are made into the escrow account, the rent in the escrow account shall be paid to the owner, prorated based on a 30-day calendar, less the actual administrative fees charged by the City of Pontiac and third-party financial institution. If the owner fails to obtain a certificate of compliance and/or properly register the rental property within those first 30 days, the rent in the escrow account shall be paid, at the end of those 30 days, to the tenant and the administrative fees shall be paid by the owner.

Thereafter, the tenant shall continue paying rent into the escrow account until the owner obtains a certificate of compliance and/or properly registers the rental property with the City of Pontiac. At the end of every 30 days in which the owner fails to obtain a certificate of compliance and/or properly register the rental property, the rent in the escrow account shall be paid to the tenant, and the administrative fees shall be paid by the owner. If the owner of the rental property obtains a certificate of compliance and/or registers the rental property, the rent accrued in the escrow account shall be paid to the owner, prorated based on a 30-day calendar, less the actual administrative fees charged by the City of Pontiac and third-party financial institution.

(o) The administrative fee is a monthly fee that will be accrued every month the escrow account remains open. The amount of that fee shall be established by the Building Department. If the rent held in escrow is being paid to the owner, the administrative fees will be deducted at that time. However, if the administrative fees are greater than the amount held in escrow, the remaining balance will be levied as a fine against the owner. If rent held in escrow is being paid to the tenant, all administrative fees will be levied as a fine against the owner. All costs in connection with this section, including administrative fees, shall be a lien upon the land and all the costs of such fees remaining unpaid each year, pursuant to provisions contained in the Charter of the City, shall be collected in the same manner that other special assessments are collected under the Charter.

(p) When the certificate of compliance and/or registration of rental property has been suspended, or has not been issued, and the rents thereafter withheld are not paid into the escrow account, actions for rent and for possession of the premises for nonpayment of rent may be maintained, subject to such defenses as the tenant or occupant may have upon the lease or contract.

(q) If the tenant terminates his or her tenancy or right to occupy prior to the owner's undertaking to repair or if an order to vacate is issued, the tenant shall be returned any unexpired part of the rent paid in escrow and the administrative fees shall be paid by the owner pursuant to subsection (o) of this section.

(r) Nothing in this article shall be construed to permit eviction of an existing tenant from a rental property or to deprive existing tenants of their rights to possession of a rental property under the laws of this state and this code, and such existing tenants shall have a right under this code to retain possession of a rental property notwithstanding an owner's inability to collect rent from such tenants pursuant to this section. An owner may not use eviction as a form of retaliation.

(s) Subsection (m) of this section shall not be construed to penalize the tenant or occupant of a rental property for occupancy of a rental property that does not have a valid certificate of compliance.

(t) An owner shall not retaliate in any way, including but not limited to using eviction against a tenant and/or increasing rental rates, for a tenant exercising their rights under this section. If a court rules that an owner has retaliated against a tenant, the court shall award that tenant all fines and costs, including attorney fees incurred by the tenant in bringing or defending against any associated court proceedings. The court shall award any actual damages incurred by the tenant or alternatively at the discretion of the court, liquidated damages treble the amount of the monthly rent payment the tenant is or had been paying to the owner.

(Code 1985, § 14-170; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12; Ord. No. 2345, 6-15-17; Ord. No. 2421, 8-1-23)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. 2434

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 TWO (2) SPECIFIC PARCELS ON THE WEST SIDE OF BALDWIN AVENUE BETWEEN WEST TENNYSON AVENUE AND WEST KENNETT ROAD.

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 Parcel IDs: 14-17-384-003 and 14-20-130-018 from P-1 Parking to C-3 Corridor Commercial Mixed Use Development.

Provided Legal Description:

[Add legal descriptions]

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 _____, 2024, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2024, 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.

**CONSENT
AGENDA
C**



Law Department

To: Honorable Pontiac City Council
From: JoAnne Gurley, City Attorney
Cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens
Date: March 5, 2024
Re: Resolution Requesting City Council Approval of a Settlement Agreement with Angela Benitez

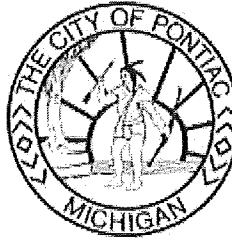
The City Attorney recommends that the Pontiac City Council approves a settlement agreement with former Human Resources Director Angela Benitez. Pending City Council authorization, \$33,583.33 would be remitted to Ms. Benitez inclusive of attorney fees (hereafter referred to as “Settlement” and/or “Agreement”).

The Agreement releases legal claims, of which the City denies any liability, and also avoids litigation.

Payment of the settlement would be expended from the following:

Dept.	Account	Account No.	Amount:
Law	Legal Services	GL 101-266-804.018	\$33,583.33

Based upon the information contained herein, the City Attorney requests that City Council approve the Settlement Agreement with Angela Benitez.



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF A
SETTLEMENT AGREEMENT WITH ANGELA BENITEZ**

WHEREAS, the City Attorney recommends that City Council approve a Settlement Agreement negotiated with former Human Resources Director Angela Benitez ; and

WHEREAS, Ms. Benitez would receive \$33,583.33 inclusive of attorney's fees; and

WHEREAS, the City of Pontiac denies any liability, the Agreement will release claims against the City and avoids litigation.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council hereby approves the settlement with Angela Benitez for \$33,583.33 from GL Account No. 101-266-804.018 and authorizes the Mayor or the Mayor's Designee to execute the Settlement Agreement.

FOR THE CITY:

FOR THE CITY COUNCIL:

Mayor Tim Greimel

City Council

APPROVED AS TO FORM:

City Attorney

#5

ORDINANCE



Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Article 2, Chapter 2, Section 2.303; Article 2 Chapter 5 Sections, 2.551, 2.552, 2.553, 2.554, 2.555, 2.556, 2.557, 2.559 and 3.1208 regarding Marihuana

At a meeting of the City Council (“Council”) of the City of Pontiac, County of Oakland, State of Michigan (the “City”) at a meeting held on March 5, 2024, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Article 2, Chapter 2, Section 2.303; and Article 2, Chapter 5, Sections 2.551, 2.552, 2.553, 2.554, 2.555, 2.556, 2.557, 2.559 and 3.1208.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to accept the Planning Commission’s Recommendation and approve the amendments to the

Zoning Ordinance Text Amendments as presented.

NOW THEREFORE, BE IT RESOLVED that the Pontiac City Council adopts the first reading of the amendments to the Zoning Ordinance as presented to the City Council on March 5, 2024.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS THERE UPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on _____ the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Dated: March ____, 2024

By: _____

Its: City Clerk

THE PROPOSED ORDINANCE WOULD AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO PROHIBIT GREEN PAINT ON SIGNAGE AND EXTERIORS OF ADULT-USE MARIHUANA BUSINESSES IN DESIGNATED OVERLAY DISTRICTS AND LIMIT CAREGIVER FACILITIES TO 2,000 SQUARE FEET, ADDING:

Uses Permitted, Technical Correction

ARTICLE 2, CHAPTER 2, SECTION 2.303 Table 2.1 (Uses Permitted by District) and Table 2.2 (Adult Marihuana Uses By Overlay District)

Not more than ~~eight (8)~~ five (5) (Marihuana) Retailers are to be located in any one of the four (4) Adult-Use Marihuana Business Overlay Districts; Social Equity Retailers authorized by City ordinance are allowed in any one of the four (4) ~~Downtown~~ Adult-Use Marihuana Business Overlay Districts; not more than five (5) Class A Microbusinesses are allowed across all Adult-Use Marihuana Business Overlay Districts; and not more than six (6) Designated Consumption Establishments shall be allowed in the Downtown Adult-Use Marihuana Business Overlay District with three (3) Designated Consumption Establishments permitted north of Huron Street and three (3) Designated Consumption Establishments permitted south of Huron Street; Grower, Safety Compliance Facility, Secure Transporter, are allowed in the East Walton Boulevard and Cesar E. Chavez Adult-Use Marihuana Business Overlay Districts; Temporary Marihuana Events shall be allowed only in the Downtown Adult-Use Marihuana Business Overlay District; and Primary Caregivers or Caregivers, shall be located by special exception approval in the IP-1 and M-1 Zoning Districts.

Adult Use Marihuana Grower

ARTICLE 2, CHAPTER 5, SECTION 2.551(G)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.551(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.551(J)(4) EXTERIOR FACADE AND SIGNAGE

4. Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marijuana Grower Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Processor

ARTICLE 2, CHAPTER 5, SECTION 2.552(G)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.552(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.552(J)(4) EXTERIOR FACADE AND SIGNAGE

4. Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marihuana Processor as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Retailer

ARTICLE 2, CHAPTER 5, SECTION 2.553(G)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.553(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.553(I)(6) EXTERIOR FACADE AND SIGNAGE

6. Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marihuana Retailer or Social Equity Retailer as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Class A Micro Business

ARTICLE 2, CHAPTER 5, SECTION 2.554(H)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.554(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.554(J)(5) EXTERIOR FACADE AND SIGNAGE

5. Exterior Facade and Signage. Exterior surfaces and signage of a Class A Microbusiness as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Designated Consumption Establishment

ARTICLE 2, CHAPTER 5, SECTION 2.555(F)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.555(H)(5).

ARTICLE 2, CHAPTER 5, SECTION 2.555(H)(5) EXTERIOR FACADE AND SIGNAGE

5. Exterior Facade and Signage. Exterior surfaces and signage of a Designated Consumption Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Safety Compliance Facility

ARTICLE 2, CHAPTER 5, SECTION 2.556(G)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.556(H)(3).

ARTICLE 2, CHAPTER 5, SECTION 2.556(H)(3) EXTERIOR FACADE AND SIGNAGE

3. Exterior Facade and Signage. Exterior surfaces and signage of a Safety Compliance Facility as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Secure Transporter

ARTICLE 2, CHAPTER 5, SECTION 2.557(F)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.557(H)(5).

ARTICLE 2, CHAPTER 5, SECTION 2.557(H)(5) EXTERIOR FACADE AND SIGNAGE

5. Exterior Facade and Signage. Exterior surfaces and signage of a Secure Transporter Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

Adult Use Marihuana Primary Caregiver

ARTICLE 2, CHAPTER 5, SECTION 2.559(A)(7) CERTIFICATE OF OCCUPANCY

7. A certificate of occupancy shall be required for any Caregiver licensed under this Article. No certificate of occupancy shall be issued for any Caregiver facility exceeding 2,000 square feet, regardless of the number of caregivers on site at any time.

ARTICLE 2, CHAPTER 5, SECTION 2.559(G)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.559(I)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.559(I)(4) EXTERIOR FACADE AND SIGNAGE

4. Exterior Facade and Signage. Exterior surfaces and signage of a Primary Caregiver Facility as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance.

ARTICLE 3, CHAPTER 12 ADULT USE MARIHUANA BUSINESS DISTRICTS, SECTION 8 BUFFER DISTANCE REQUIREMENTS

- B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting

straight lines at right angles to the centerline from the primary point of ingress to the school, childcare center, or religious institution, ~~residential dwelling unit~~ or from the entrance to a public park, and from the primary point of ingress to the adult-use marijuana business along the centerline to the primary street address building entrance.

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

ORDINANCE NO. [REDACTED]

ZONING ORDINANCE TEXT AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO AMEND REQUIREMENTS FOR ADULT-USE MARIHUANA RETAIL ESTABLISHMENTS IN DESIGNATED OVERLAY DISTRICTS AND CAREGIVERS TO INCLUDE:

ARTICLE 2, CHAPTER 2, SECTION 2.303 TABLE 2.1;

ARTICLE 2, CHAPTER 5, SECTION 2.551(G)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.551(J)(4) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.552(G)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.552(J)(4) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.553(G)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.553(I)(6) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.554(H)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.554(J)(5) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.555(F)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.555(H)(5) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.556(G)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.556(H)(3) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.557(F)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.557(H)(5) TO ADD EXTERIOR FACADE AND

SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.559(A)(7) TO ADD REQUIREMENTS TO OBTAIN CERTIFICATE OF OCCUPANCY;

ARTICLE 2, CHAPTER 5, SECTION 2.559(G)(5) TO ADD SIGNAGE REQUIREMENTS;

ARTICLE 2, CHAPTER 5, SECTION 2.559(I)(4) TO ADD EXTERIOR FACADE AND SIGNAGE REQUIREMENTS;

ARTICLE 3, CHAPTER 12, SECTION 3.1207(A)(1) TO REDUCE THE NUMBER OF PERMITS AVAILABLE IN THE EAST WALTON OVERLAY DISTRICT;

ARTICLE 3, CHAPTER 12 ADULT USE MARIHUANA BUSINESS DISTRICTS, SECTION 3.1208 TO CLARIFY BUFFER DISTANCE REQUIREMENTS;

THE CITY OF PONTIAC ORDAINS:

Uses Permitted, Technical Correction

ARTICLE 2, CHAPTER 2, SECTION 2.303 Table 2.1 (Uses Permitted by District) and Table 2.2 (Adult Marihuana Uses By Overlay District)

Not more than ~~eight (8)~~ *five (5)* (Marihuana) Retailers are to be located in any one of the four (4) Adult-Use Marihuana Business Overlay Districts; Social Equity Retailers authorized by City ordinance are allowed in any one of the four (4) ~~Downtown~~ Adult-Use Marihuana Business Overlay Districts; not more than five (5) Class A Microbusinesses are allowed across all Adult-Use Marihuana Business Overlay Districts; and not more than six (6) Designated Consumption Establishments shall be allowed in the Downtown Adult-Use Marihuana Business Overlay District with three (3) Designated Consumption Establishments permitted north of Huron Street and three (3) Designated Consumption Establishments permitted south of Huron Street; Grower, Safety Compliance Facility, Secure Transporter, are allowed in the East Walton Boulevard and Cesar E. Chavez Adult-Use Marihuana Business Overlay Districts; Temporary Marihuana Events shall be allowed only in the Downtown Adult-Use Marihuana Business Overlay District; and Primary Caregivers or Caregivers, shall be located by special exception approval in the IP-1 and M-1 Zoning Districts *and shall be limited to no greater than 2,000 square feet in size.*

Adult Use Marihuana Grower

ARTICLE 2, CHAPTER 5, SECTION 2.551(G)(5) SIGNAGE

- 5. Signage shall not be painted any shade of green or be constructed of any material that*

is green in appearance, consistent with Section 2.551(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.551(J)(4) EXTERIOR FACADE AND SIGNAGE

4. *Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marijuana Grower Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.*

Adult Use Marihuana Processor

ARTICLE 2, CHAPTER 5, SECTION 2.552(G)(5) SIGNAGE

5. *Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.552(J)(4).*

ARTICLE 2, CHAPTER 5, SECTION 2.552(J)(4) EXTERIOR FACADE AND SIGNAGE

4. *Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marihuana Processor as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.*

Adult Use Marihuana Retailer

ARTICLE 2, CHAPTER 5, SECTION 2.553(G)(5) SIGNAGE

5. *Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.553(J)(4).*

ARTICLE 2, CHAPTER 5, SECTION 2.553(I)(6) EXTERIOR FACADE AND SIGNAGE

6. *Exterior Facade and Signage. Exterior surfaces and signage of an Adult-use Marihuana Retailer or Social Equity Retailer as defined herein shall not be painted any shade of*

green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.

Adult Use Marihuana Class A Micro Business

ARTICLE 2, CHAPTER 5, SECTION 2.554(H)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.554(J)(4).

ARTICLE 2, CHAPTER 5, SECTION 2.554(J)(5) EXTERIOR FACADE AND SIGNAGE

5. Exterior Facade and Signage. Exterior surfaces and signage of a Class A Microbusiness as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.

Adult Use Marihuana Designated Consumption Establishment

ARTICLE 2, CHAPTER 5, SECTION 2.555(F)(5) SIGNAGE

5. Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.555(H)(5).

ARTICLE 2, CHAPTER 5, SECTION 2.555(H)(5) EXTERIOR FACADE AND SIGNAGE

6. Exterior Facade and Signage. Exterior surfaces and signage of a Designated Consumption Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.

Adult Use Marihuana Safety Compliance Facility

ARTICLE 2, CHAPTER 5, SECTION 2.556(G)(5) SIGNAGE

5. *Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.556(H)(3).*

ARTICLE 2, CHAPTER 5, SECTION 2.556(H)(3) EXTERIOR FACADE AND SIGNAGE

3. *Exterior Facade and Signage. Exterior surfaces and signage of a Safety Compliance Facility as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.*

Adult Use Marihuana Secure Transporter

ARTICLE 2, CHAPTER 5, SECTION 2.557(F)(5) SIGNAGE

5. *Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.557(H)(5).*

ARTICLE 2, CHAPTER 5, SECTION 2.557(H)(5) EXTERIOR FACADE AND SIGNAGE

5. *Exterior Facade and Signage. Exterior surfaces and signage of a Secure Transporter Establishment as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.*

Adult Use Marihuana Primary Caregiver

ARTICLE 2, CHAPTER 5, SECTION 2.559(A)(7) CERTIFICATE OF OCCUPANCY

7. *A certificate of occupancy shall be required for any Caregiver licensed under this Article. No certificate of occupancy shall be issued for any Caregiver facility exceeding 2,000 square feet, regardless of the number of caregivers on site at any time.*

ARTICLE 2, CHAPTER 5, SECTION 2.559(G)(5) SIGNAGE

5. *Signage shall not be painted any shade of green or be constructed of any material that is green in appearance, consistent with Section 2.559(I)(4).*

ARTICLE 2, CHAPTER 5, SECTION 2.559(I)(4) EXTERIOR FACADE AND SIGNAGE

4. *Exterior Facade and Signage. Exterior surfaces and signage of a Primary Caregiver Facility as defined herein shall not be painted any shade of green or be constructed of any material that is green in appearance. The use of any shade of green either in the façade of the building or otherwise visible from the exterior of the building shall be strictly prohibited, including, but not limited to, the use of paint, lighting, window coverings, and/or any other building materials.*

ARTICLE 3, CHAPTER 12 ADULT USE MARIHUANA BUSINESS DISTRICTS, SECTION 3.1207(A)(1) ADULT-USE MARIHUANA BUSINESS OVERLAY DISTRICT LOCATION AND DESCRIPTION

1. Not more than ~~eight (8)~~ *seven (7)* permits to operate an Adult-Use Marihuana Retailer and/or Adult-Use Social Equity Retailer shall be awarded in this Overlay District No. 1. See Overlay Map 1 for this Adult-Use Marihuana Business Overlay District.

ARTICLE 3, CHAPTER 12 ADULT USE MARIHUANA BUSINESS DISTRICTS, SECTION 3.1208(B) BUFFER DISTANCE REQUIREMENTS

B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines at right angles to the centerline from the primary point of ingress to the school, childcare center, or religious institution, ~~residential dwelling unit~~ or from the entrance to a public park, and from the primary point of ingress to the adult-use marihuana business along the centerline to the primary street address building entrance.

#6

ORDINANCE



TO: City Council

FROM: Mark Yandrick, Planning Manager

DATE: November 8, 2023, Updated January 31, 2024

RE: Municipal Ordinance Amendment: Mobile Food Vendors

Executive Summary

The City is proposing zoning code amendments to amend regulations for Mobile Food Vendors and Temporary Uses. This will establish regulations within each zoning district for mobile food vendors, and clearer regulations for Temporary Uses within the City.

As part of this, the Planning Division is also proposing several municipal code amendments from the Mobile Food Truck Ordinance to align with the Zoning Code Changes. The first reading was held on November 14, 2023.

Overview

There are four (4) overall amendments proposed for the municipal ordinance. They are as follows, with the rationale in italics below each amendment.

1. Clarifies Language on waiving the fee. Religious, charitable, and nonprofit organizations may provide documentation of their 501(C)(3) or other similar status.
Rationale: This does not change the policy of religious, charitable, and nonprofit organizations with a mobile food truck but clarifies the language.
2. Prohibits mobile food vendors from operating on public streets unless approved as part of a Temporary Use with a street closure.
Rationale: With the zoning code changes prohibiting parking on public streets in several zoning districts, including residential zoned districts and the C-2 Downtown District, this amendment aligns with the language that states that Mobile Food Vendors may only operate on private property or part of an approved temporary use, where there is an approved road closure.
3. Clarifies language that a mobile food vendor needs a mobile food vendor license instead of a business license. Business licenses are needed for all other businesses, which are traditionally brick-and-mortar businesses or businesses that have a permanent address. This license is in addition to any zoning requirements for a temporary use.
Rationale: This amendment aligns with the current practice of mobile food vendors obtaining an annual mobile food vendor license from the City instead of a business license.
4. Temporary Events: Intent, Definitions and General Provisions
Rationale: This is being added to complement the zoning code text amendment and establish that it is unlawful to conduct a Special Event or Temporary Use without a Zoning Permit.

Staff Recommendation

Staff recommends that City Council consider the adoption of these Municipal Code Amendments for Mobile Food Vendors and Temporary Uses, to align with the proposed Zoning Code Amendments.

Attachments:

Proposed Municipal Ordinance



TO: City Council

FROM: Mark Yandrick, Planning Manager

DATE: February 15, 2024

RE: Amendment Memo: Mobile Food Trucks

Executive Summary

This is an amendment memo to the staff report identifying how this ordinance affects mobile food vendors.

Background

These changes, if adopted, will continue to require each mobile food vendor to get an annual mobile food vendor permit from the Planning Department, which is tied to the annual Fire Inspection for mobile food vendors.

The biggest change to the ordinance is that a mobile food vendor must be operating under a zoning permit, whether it's a temporary use permit or part of a site plan. However, with most mobile food vendors that are operating a special event, temporary use, or mobile food parklet, either the property owner or event organizer is responsible for obtaining that zoning permit. In these cases, mobile food vendors do not need to apply for a permit.

In cases where a Zoning Permit for an Annual Mobile Food Vendor Location is sought, such as a food truck operating regularly outside a convenience store, the property owner or their designee, is required to apply for the permit annually. In some situations, the property owner may elect to have the mobile food vendor, which operates daily or regularly, to apply on the property owner's behalf.

The only other significant difference is that to operate a food truck, there needs to be a certificate of occupancy on the site. A mobile food vendor would not be able to operate on a vacant or abandoned site. This change was proposed for safety reasons and to encourage redevelopment of the primary use on the site.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. _____

MUNICIPAL ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL ORDINANCE TO AMEND LICENSING REQUIREMENTS FOR MOBILE FOOD TRUCKS AND TO REGULATE SPECIAL EVENTS TO INCLUDE:

ARTICLE XIXa, CHAPTER 26, SECTIONS 26-1030 THROUGH 26-1037

ARTICLE ____, CHAPTER ____, SECTION ____

THE CITY OF PONTIAC ORDAINS:

ARTICLE XIXa. MOBILE FOOD VENDORS

26-1030 Mobile food vendors.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1031 Short title.

This article may be referred to as the “City of Pontiac Mobile Food Vendor Ordinance.”

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1032 Definitions.

As used in this article, the following term shall have the meaning indicated:

“Mobile food vendor” means a motorized vehicle, temporary stationary stand, or trailer used for the purpose of selling prepared foods to the general public.

“Mobile Food Vendor Permit” means a permit issued in accordance with this section to operate as a Mobile Food Vendor within the City of Pontiac.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1033 Scope.

The provisions of this article apply to mobile food vendors engaged in the business of cooking, preparing, and distributing food or beverages for sale to the general public in public and private restricted spaces. *All sites on which mobile food vendors operate must apply and receive approval for a mobile food vendor permit from the City of Pontiac Planning Department pursuant to the City of Pontiac Zoning Ordinance Section 2.544 and must receive annual inspection from the Waterford Regional Fire Department.* This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on sidewalks.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1034 ~~license~~ Permit required.

- A. It shall be unlawful for any person or business organization, including any religious, charitable, or nonprofit organizations, to operate within the City a mobile food vendor without a ~~license~~ Permit for that purpose. *Any costs and fees will be waived for religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.*
- B. Applicants for a ~~business license~~ Mobile Food Vendor Permit as a mobile food vendor shall obtain all necessary licenses and permits from the Oakland County Health Department and other applicable governments.
- C. A person desiring to operate as a mobile food vendor shall make written application for such ~~license~~ Permit to the Planning Division. The application for a ~~license~~ Permit shall be on forms provided by the City and shall include the following:

- 1 Name, signature, phone number, email contact, and business address of the applicant.
- 2 Information on the mobile food vendor equipment to include year, make and model of the vehicle or trailer (if applicable) and dimensions, which shall not exceed 36 feet in length or nine feet in width.
- 3 Information setting forth the proposed hours of operation, area of operations, plans for power access, water supply and wastewater disposal.
- 4 Insurance coverage.

- D. Proof of a general comprehensive liability policy with limits of no less than \$2,000,000.00 combined single limit coverage issued by an insurer licensed to do business in this state and which names the City as an additional insured.
- E. Proof of a public liability and property damage motor vehicle policy (if applicable) with limits of no less than \$1,000,000.00 issued by an insurer licensed to do business in this state.

- 1 Any other information reasonably required by the Planning Division.

- F. All vendors receiving a ~~license~~ *Permit* under this article shall pay the annual fee *in accordance with the fee schedule as set from time to time by City Council with the exception of religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.*
- G. ~~Mobile food vendors are not subject to the team inspection requirement of the City's business license ordinance.~~
- H. All mobile food vendors shall be subject to the *permit renewal* ~~renewal business license fee~~ *with the exception of religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.*

- I. Each Mobile Food ~~license~~ *Vendor Permit* issued during a calendar year shall expire on December 31 of that year.
- J. A ~~license~~ *Mobile Food Vendor Permit* issued under this article shall not be transferable from person to person *or between vendors*.
- K. ~~A license is valid for one mobile food vendor only and shall not be transferred between vendors.~~

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1035 Regulations.

- A. No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the ~~license~~ *Mobile Food Vendor Permit* holder has not been authorized to operate. Public areas where parking by mobile food vehicles is permitted shall be identified by the Planning Division. *Operation by mobile food vendors on public streets is prohibited unless operating as part of an approved Temporary Use that has received approval for street closure.*
- B. The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared, sold, or displayed outside of mobile food vehicles.
- C. No mobile food vendor shall provide or allow any dining area within ten feet of the mobile food operation, including but not limited to tables and chairs, booths, stools, benches, or stand-up counters.
- D. Customers shall be provided with single-service articles, such as plastic utensils and paper plates, ~~and a waste container for their disposal~~. All mobile food vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vendors shall be collected and disposed of *off-site* by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed. Barbeque pits shall require coals to be disposed of in a metal container with

a securable lid. Coals must be emptied from the barbeque pit at the end of each day by the operators.

- E. No mobile food vendor shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles, including generators, shall adhere to the standards set forth in chapter 58, article IV – Non-Vehicular Noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- F. ~~No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.~~
- G. Mobile food vehicles, when parked on public streets, shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.
- H. A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended on public streets shall be considered a public safety hazard and may be ticketed and impounded.
- I. A mobile food vendor shall not operate within 150 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained written permission from the event sponsor or obtained a special permit from the Planning Division. The City shall not charge a fee for such special permits.
- J. The issuance of a Mobile Food Vendor ~~license~~ *Permit* does not grant or entitle the vendor to the exclusive use of any service route or parking space to the ~~license~~ *Permit* holder.
- K. A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner.
- L. No mobile food vendor shall use seating, tables or other equipment unless such equipment is ordinarily stored within the vending apparatus. When extended, awnings

for mobile food vendors shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

- M. Any power required for mobile food vendors located on a public way shall be self-contained, and a mobile food vehicle shall not use utilities drawn from the public right-of-way. Mobile food vendors on private property may use electrical power from the property being occupied or an adjacent property when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley or sidewalk. It is not permissible to connect mobile food vendors to the public natural gas lines or large tanks of propane/natural gas. Portable gas containers or generators running on gasoline or diesel fuel are permitted.
- N. Mobile food vendors shall not be located within 150 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business, unless they ~~either obtain written permission from such brick-and-mortar restaurant. or obtain a special permit from the Planning Division. The City shall not charge a fee for such special permits.~~
- O. Mobile food vendors shall not be located within 150 feet of a residential building, unless they either are located on private property zoned *multi-family residential*, commercial, industrial or mixed use. ~~or obtain a special permit from the Planning Division. The City shall not charge a fee for such special permits.~~

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1036 Enforcement.

- A. Any ~~license~~ *Mobile Food Vendor Permit* holder operating as a mobile food vendor in violation of any provision of this article or any rules and regulations promulgated by the City shall be subject to a civil fine of \$500.00 per day. Each day of violation shall constitute a separate and distinct offense.
- B. Once a ~~license~~ *Mobile Food Vendor Permit* has been issued, it may be revoked, suspended or not renewed by the ~~Community Development Director~~ *Planning*

Division for failure to comply with the provisions of this article and any rules or regulations promulgated by the City.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1037 Denials and appeals.

- A. Pursuant to section 26-43, Denial; revocation; suspension, the issuance of ~~licenses~~ *Permit* applied for under this article may be denied by the ~~Director of Community Development Planning Division~~ and ~~licenses Permits~~ issued may be revoked or suspended by the ~~Director of Community Development Planning Division~~ at any time for the reasons set forth in section 1-24 and in accordance with the procedures contained therein, unless specifically provided for otherwise in this article.
- B. Pursuant to section 26-44, Hearing procedures, any person whose application for a ~~license Permit~~ is denied shall have the right to a hearing before the Board of Appeals, provided a written request therefor is filed with the ~~Administrator Planning Division~~ within ten days following the denial of the application for a *Permit license*. The Board of Appeals may reverse any determination to deny the issuance of a ~~license Permit~~ and the Board of Appeals may grant any ~~license Permit~~. No person shall operate any business during any time when his ~~license Permit~~ therefor has been suspended, revoked or cancelled. Before a ~~license Permit~~ issued pursuant to this article may be suspended or revoked, the notice and hearing procedures contained in section 1-24 shall be followed.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1038—26-1075 Reserved.

ARTICLE _____, CHAPTER _____, SECTION _____ – to regulate Special Events and/or Temporary Uses held on public and/or private property:

Intent.

The intent of this ordinance is to protect the public health, safety and general welfare of the City of Pontiac residents by establishing regulations relating to the operation, control and management of Special Events, to provide for traffic, parking, security and nuisance abatement; to provide penalties for violation of said ordinance.

Definitions.

Special Event means any event, whether conducted on public or private property, that may generate or invite public attendance, participation, or spectators for a particular and limited purpose and time, including but not limited to for profit parties, festivals, concerts, shows, exhibitions, carnivals, circuses, parade, fundraising walks or runs, fairs, or any similar events or activities. Also referred to as a Temporary Use.

Temporary Use Permit means a permit issued by the Community Development Direct which allows the Applicant to conduct a Temporary Use and/or Special Event.

General Provisions.

It is unlawful for any Person to hold or conduct any Special Event or Temporary in the City of Pontiac unless the Planning Division has first issued a Temporary Use Permit in compliance with Section 2.542 of the Pontiac Zoning Ordinance.

#8

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION REQUESTING HOUSING STUDY TIMELINE

Whereas, Mayor Tim Greimel and his Executive Administration have expressed their interest in and intention of conducting a Housing Study to assess the current state of housing in our community and to identify future needs, opportunities, and challenges for expanded housing options and improved housing quality in Pontiac; and,

Whereas, this Pontiac City Council has consistently communicated their interest, intention, and expectation in that Housing Study being prioritized and pursued in a timely manner; and,

Whereas, this City Council had expected the Housing Study to be actively underway or completed already, and past timeline targets verbally communicated to City Council have passed; and,

Whereas, the Mayor and Administration have not yet submitted a proposal for an external firm to conduct the Housing Study to City Council for our consideration and vote; now,

Therefore, Be It Resolved, the Pontiac City Council hereby formally requests from the Mayor of Pontiac an explicit timeline on the City of Pontiac Housing Study from the start of the process to completion; and further

Resolved, the City Council requests that the timeline be provided in writing.

PONTIAC CITY COUNCIL

Pontiac, Michigan

March 4, 2024.

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *Pro Tem*

Kathalee James, *Councilmember*

William Parker Jr., *Councilmember*

#9

RESOLUTION



**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

Economic Development Division

TO: Honorable Pontiac City Council

FROM: Deborah Younger, Economic Development

**CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens**

DATE: March 5, 2024

RE: Resolution Requesting City Council Authorization to Publish Notice and to Hold a Public Hearing for the Sale of Vacant City-Owned Parcels

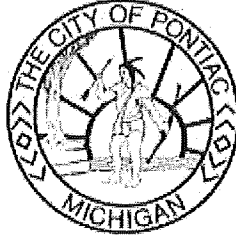
In accordance with the adopted City of Pontiac's Property Disposition Policy and Section 3.113 of the Pontiac Home Rule Charter, the Economic Development Division seek authorization to sell the following vacant properties as described also in Exhibit A:

Blaine Ave., 64-14-20-305-019; 234 S. Shirley Ave., 64-14-33-208-017; 66 Nelson St., 64-14-21-352-025; 268 Luther Ave. 64-19-04-176-031; 32 Bennett St., 64-14-20-383-026; 494 Bloomfield Ave., 64-19-04-107-021; Luther Ave., 64-19-04-156-022; 85 Gillespie Ave., 64-14-32-304-005;

Proper notice of the public hearing shall not be less than ten (10) days or more than thirty (30) days prior to the hearing.

The price for each lot has been established at Five-Hundred Dollars and 00/100 (\$500.00). Once ownership is established, purchasers will receive a quit claim deed and will need to file a Property Transfer Affidavit with Oakland County. The parcel will then be combined with the parent parcel. Parcel combinations will be completed through the Planning Division.

Therefore, based on the information contained herein, the Economic Development Division is requesting that the Pontiac City Council authorize publishing proper notice and to hold a Public Hearing for the disposition of various city-owned parcels identified as side-lots and described in Exhibit A, scheduled for March 19, 2024, at 6:00 pm in the Pontiac City Council Chamber.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION FOR CITY COUNCIL APPROVAL TO PUBLISH NOTICE AND TO HOLD A PUBLIC HEARING FOR THE SALE OF VACANT CITY-OWNED PROPERTY

WHEREAS, prior to selling any city-owned properties, the City of Pontiac must hold a Public Hearing in accordance with Section 3.113 of the Pontiac Home Rule Chapter; and,

WHEREAS, the City is owner of certain real property located in the City of Pontiac and the properties are legally described as: Blaine Ave., 64-14-20-305-019; 234 S. Shirley Ave., 64-14-33-208-017; 66 Nelson St., 64-14-21-352-025; 268 Luther Ave. 64-19-04-176-031; 32 Bennett St., 64-14-20-383-026; 494 Bloomfield Ave., 64-19-04-107-021; Luther Ave., 64-19-04-156-022; 85 Gillespie Ave., 64-14-32-304-005; and

WHEREAS, the City of Pontiac shall notice the Public Hearing not less than 10 days or more than 30 days prior to the hearing; and

WHEREAS, the price for each lot has been established at Five-Hundred Dollars and 00/100 (\$500.00) and purchasers will receive a quit claim deed; and,

WHEREAS, once ownership is established, purchasers will receive a quit claim deed and shall file a Property Transfer Affidavit with Oakland County; and

WHEREAS, the purchased parcel shall also be combined with the parent parcel.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves publishing proper notice and to hold a Public Hearing for the sale of vacant, city-owned property referenced herein and in Exhibit A, to be held on March 19, 2024, in City Council Chambers at 6:00pm.

FOR THE CITY:

Mayor Tim Greimel

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

City Clerk

Exhibit A LEGAL DESCRIPTION-Vacant Side-Lots

Blaine Ave., 64-14-20-305-019
234 S. Shirley Ave., 64-14-33-208-017
66 Nelson St., 64-14-21-352-025
268 Luther Ave. 64-19-04-176-031
32 Bennett St., 64-14-20-383-026
494 Bloomfield Ave., 64-19-04-107-021
Luther Ave., 64-19-04-156-022
85 Gillespie Ave., 64-14-32-304-005

#10

RESOLUTION



Finance Department

To: Pontiac City Council
From: Sekar Bawa, Senior Accountant / Controller
CC: Mayor Tim Greimel
Khalfani Stephens, Deputy Mayor
Date: March 5, 2024
Re: Resolution Requesting City Council Approval for a Proposed Budget Amendment for FY2023-2024 for Repairs at the Robert Bowens and Ruth Peterson Senior Centers

The Finance Department is requesting that City Council approve the proposed budget amendment for the Fiscal Year 2023-2024 for significant improvements made to the Robert Bowens and Ruth Peterson buildings, the City of Pontiac's two senior centers.

PDSI Contractors has substantially completed the Senior Center Improvement Project, incurring a total cost of \$634,366. The City has disbursed \$358,414 to the contractors, leaving a balance of \$275,952, of which \$222,587 is immediately payable. However, there is currently no budget appropriation to cover this remaining balance.

To address this shortfall, \$133,646.09 from the Oakland County Senior Center Matching Grant will be utilized, with the remaining contract payment of \$116,376 sourced from the Capital Improvement Fund. This budget amendment will consequently reduce the Fund Balance in the Fund 445-Capital Improvement Fund by \$116,376, while having no effect on Fund 212-Senior Center Improvement fund, as 100% of the expenditure is covered by the grant revenue.

The proposed amendment entails an increase in estimated revenue and appropriations across the following GL accounts:

Increase in Estimated Revenue:

212-000-532.000-OCSCMG – Federal Grant Others: \$133,646.09

Increase in Appropriations:

212-813-818.000-OCSCMG – Other Professional Service: \$26,327

212-813-976.001-OCSCMG– Building Additions & Improvements: \$107,319.09

445-815-976.001- Building Additions & Improvements: \$9,057

445-815-977.008- Special Equipment: \$133,249

Therefore, the Finance Department is seeking City Council approval for the proposed budget amendment as described above.



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO APPROVE THE PROPOSED BUDGET AMENDMENT FOR
FY 2023-2024 FOR IMPROVEMENTS AT THE ROBERT BOWENS AND RUTH
PETERSON SENIOR CENTERS**

WHEREAS, PDSI Contractors have substantially completed a significant portion of the Senior Center Improvement Project; and

WHEREAS, the City has disbursed \$358,414 to the Contractor, with a remaining contract balance of \$275,952; and

WHEREAS, there is currently no budget appropriation in the current fiscal year to cover the remaining contract balance; and

WHEREAS, a budget amendment is necessary to address this shortfall, which will result in a reduction of the fund balance in Fund 445-Capital Improvement Fund by \$116,376.

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the proposed budget amendment for FY 2023-2024 as requested by the Finance Department for improvements made at the Robert Bowens and Ruth Peterson Senior Centers as outlined below:

Increase in Estimated Revenue in the following GL Account:

212-000-532.000-OCSCMG – Federal Grant Others: \$133,646.09

Increase the appropriation in the following GL accounts.

212-813-818.000-OCSCMG – Other Professional Service – \$26,327

212-813-976.001-OCSCMG– Building Additions & Improvements - \$107,319.09

445-815-976.001- Building Additions & Improvements - \$9,057

445-815-977.008- Special Equipment - \$133,249

FOR THE CITY:

FOR THE CITY COUNCIL:

Mayor Tim Greimel

City Council

APPROVED AS TO FORM:

City Clerk

City Attorney

#11

RESOLUTION



**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

To: Honorable Pontiac City Council

From: Department Of Grants & Philanthropy

cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

Date: February 15, 2024

Re: Resolution to Execute Contract Number 24-5047 for Grant Funding from the Michigan Department of Transportation (MDOT) for the Reconstruction of the Martin Luther King Jr. Blvd. Bridge and Road Work Repairs along Martin Luther King Jr. Blvd.

The City of Pontiac has received Legislative Earmark Funding through the Michigan Department of Transportation (MDOT) in the amount of Ten-Million Dollars (\$10,000,000.00).

State Representative Brenda Carter and State Senator Jeremy Moss sponsored this Earmark for the City of Pontiac to be used for reconstruction of the Martin Luther King Jr. Boulevard Bridge and to complete road work along Martin Luther King Jr. Boulevard S from South Boulevard to Woodward Avenue.

Funding will be delivered in two payments of Five-Million Dollars (\$5,000,000.00) each. Pending City Council approval, the initial payment will be received following execution of Contract 24-5047.

It should be noted that more capital is necessary to engage construction activities for the project. The City is currently awaiting Earmark dollars from the federal government to provide the remaining capital to completely fund this major project. However, the availability of the state earmark will allow the City to move forward with engaging an engineering firm to commence the design of the Bridge replacement and associated road repairs.

For the reasons stated herein, the Department of Grants & Philanthropy requests that the Pontiac City Council authorize acceptance of the Ten-Million Dollar Earmark Funding and to execute Contract 24-5047 with MDOT for reconstruction of the Martin Luther King Jr. Boulevard Bridge and referenced road repairs.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO EXECUTE THE CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR RECONSTRUCTION OF THE MARTIN LUTHER KING JR. BRIDGE AND ASSOCIATED ROAD REPAIRS

WHEREAS, the City of Pontiac has determined the need to replace the Martin Luther King Jr. Boulevard Bridge over the CN Railroad between Woodward and South Boulevard; and

WHEREAS, there is also a need to make associated road repairs along Martin Luther King Jr. Boulevard S from South Boulevard to Woodward Avenue; and

WHEREAS, the City of Pontiac has received Ten-Million Dollars (\$10,000,000.00) in Earmark Funds from MDOT for this major project; and

WHEREAS, the City will be responsible for costs in excess of the funds shown above; and

WHEREAS, the State has determined that the Michigan Department of Transportation (MDOT) will be responsible for administering the Earmark Funds for this project; and

WHEREAS, the MDOT requires the establishment of a contract between the City of Pontiac and MDOT prior to work commencing.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby accepts the Earmark Funding of Ten-Million Dollars (\$10,000,000.00) for Reconstruction of the Martin Luther King Jr. Boulevard Bridge and additional road repairs referenced herein.

BE IT FURTHER RESOLVED that the Pontiac City Council also authorizes the Mayor or the Mayor's Designee to execute Contract Number 24-5047 between the City of Pontiac and MDOT for the said project.

FOR THE CITY:

APPROVED AS TO FORM:

City Attorney

FOR THE CITY COUNCIL:

City Council

City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF PONTIAC
CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the CITY OF PONTIAC (AGENCY) of 47450 Woodward Ave, Pontiac, MI 47342 in accordance with 2023 Public Act 119, effective August 1, 2023, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Representative Brenda Carter and State Senator Jeremy Moss.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2023 Public Act 119, and as provided herein. No funds may be expended prior to the effective date of this act, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be expended by September 30, 2028, any unspent funds will be returned to the state treasury at that time. An extension may be granted by the State Budget Office. This Contract must be executed by June 1, 2024 or the grant funds will be returned to the state treasury.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of road work along Martin Luther King Jr Boulevard S from South Boulevard to Woodward Avenue and reconstruction of the Martin Luther King Jr Boulevard Bridge (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not

to exceed \$10,000,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than 7 years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

MDOT will:

9. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	Milestones	
Receipt of Exhibit A (Initial Payment)	\$5,000,000	50%
Initial Payment has been fully expended (Final Payment)	\$5,000,000	50%
<u>Total</u>	<u>\$10,000,000</u>	<u>100%</u>

10. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).
12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.

15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.
16. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

20. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF PONTIAC

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
for Title: Department Director



REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	

AMOUNT OF PAYMENT REQUEST	
---------------------------	--

CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS	PHONE NUMBER	DATE
AGENCY ADDRESS			
VENDOR NUMBER IN SIGMA VSS <i>(If known)</i>			
<input type="checkbox"/> INITIAL PAYMENT <input type="checkbox"/> FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here _____. <input type="checkbox"/> TIME EXTENSION <i>(Requested SBO approval, if applicable)</i>			

FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE
--	------

PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT <i>(Total original grant amount <u>minus</u> the total eligible costs.)</i>	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL	PHONE NUMBER	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
--	------

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

#12

RESOLUTION



**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

To: Honorable City Council

From: Melinda Durakovic, City Human Resources Director and
Shannon Hensel, HR Consultant

cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

Date: March 5, 2024

Re: RESOLUTION FOR AUTHORIZATION TO ENTER INTO A THREE-
YEAR CONTRACT WITH TASC TO ADMINISTER FILING OF THE
CITY OF PONTIAC’S HEALTH AND RETIREMENT REPORTS

The Human Resources Department requests City Council approval to engage the TASC company to facilitate and file the required federal reports for the City of Pontiac’s employee benefit plans.

TASC will complete the annual reporting for the Affordable Health Care Act (“ACA”) and for the Employee Retirement Income Security Act (“ERISA”). Both of these reports are required by the federal government for companies with more than fifty employees. The City of Pontiac has approximately 145 staff members.

Human Resources does not have enough employees to perform this assignment. Thus, without TASC’s assistance with gathering the information and actually filing the appropriate reports in a timely fashion, the City will face steep fines and penalties.

Funding for these services will be as follows:

Dept.:	GL Account:	FY	Amount
Human Resources	101-270-818.000 (Other Professional Services)	2023-24	\$10,190.80
		2024-25	\$10,190.80
		2025-26	\$10,190.80
		Total:	\$30,572.40

Therefore, Human Resources requests that the Pontiac City Council authorize entering into a three-year contract with TASC to complete the necessary federal filings related to the City’s health and retirement benefits.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION FOR AUTHORIZATION TO ENTER INTO A THREE-YEAR CONTRACT WITH TASC TO FILE THE CITY OF PONTIAC’S HEALTH AND RETIREMENT REPORTS REQUIRED BY THE FEDERAL GOVERNMENT

WHEREAS, the Human Resources Department needs assistance with filing its annual health and retirement reports in compliance with federal guidelines; and

WHEREAS, the TASC company is equipped to gather the information and to file the reports for the Affordable Healthcare Act and for the Employee Retirement Income Security Act as required by the federal government; and

WHEREAS, the three-year contract with TASC is \$10,190.80 per year for FY2023-2026; and

WHEREAS, Human Resources requests that City Council authorize entering into the said contract with TASC to perform these functions on the City’s behalf.

NOW THEREFORE BE IT RESOLVED, the Pontiac City Council authorizes the Mayor or the Mayor’s Designee to enter into a three-year contract with TASC to gather the information and to file the required employee healthcare and retirement reports with the federal government on the City of Pontiac’s behalf for an amount Not-To-Exceed \$30,572.40.

FOR THE CITY:

APPROVED AS TO FORM:

City Attorney

FOR THE CITY COUNCIL:

City Council

City Clerk



ADDENDUM TO THE TASC USA

This Addendum to the TASC USA is effective on the "Effective Date" entered on the first page of the TASC USA, made by and between Total Administrative Services Corporation ("TASC") and City of Pontiac, identified as the "Purchaser" in the TASC USA.

RECITALS

WHEREAS, TASC and Purchaser have entered into a TASC USA; and

WHEREAS, TASC and Purchaser wish to modify certain terms and conditions in the TASC USA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the exchange of the mutual promises made below, the parties hereto hereby agree as follows:

- 1) The **Three Year Term and Renewal** in **PART 1: General Terms** section of the TASC USA in the Purchaser Details document is deleted in its entirety and in any area of the Purchaser Detail Application, Universal Subscription Agreement or in any other documents that comprise this agreement and replaced with the following:

One-Year Term and Renewal

The Term of this Agreement shall be for a period of one (1) year from the Effective Date. This TASC USA will renew automatically for an additional Term of one (1) year at the expiration of the initial or any renewal Term (the initial term and each renewal Term, if any, shall be referred to as the "Term"). Either Party may terminate this TASC USA for any reason without penalty at the end of the Term by providing the other Party with a written termination notice at least sixty (60) days prior to the expiration of the Term.

- 2) The **Indemnification** section of the TASC USA is deleted in its entirety and replaced with the following:

Subject to the 30-day limitation and other limitations set forth below, TASC shall indemnify the Purchaser, its appointed and elected officials, employees, Board and Commission members, volunteers and agents, and hold them harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, incurred as a direct result of TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

Governing Law: This Agreement shall be entered into, construed, governed by and enforced with the laws of the State of Michigan.

Defined Terms. Any capitalized terms not specifically defined herein shall have the same meanings ascribed to them in the TASC USA.

Counterparts. This Addendum may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.



Conflicts. If any conflict arises between the terms and conditions of this Addendum and the TASC USA, the terms of this Addendum shall control. Subject to the foregoing, all other terms and conditions of the TASC USA which are not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Addendum to be executed on its behalf as of the date first written above.

PURCHASER

TOTAL ADMINISTRATIVE SERVICES CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



Universal Subscription Agreement (USA) TASC PURCHASER DETAIL APPLICATION

GENERAL BUSINESS INFORMATION

Company Name:	City of Pontiac	DBA:	38-6005034
Business Legal Name:	EIN #: (Must match legal business name)		
Federal Filing Status:	<input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other		
Multi-Employer Group: (check all that apply – if none apply, click N/A)	<input type="checkbox"/> PEO <input type="checkbox"/> MEWA <input type="checkbox"/> Joint Employer <input type="checkbox"/> Integrated Employer <input type="checkbox"/> ASO <input type="checkbox"/> Controlled Group <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> Municipality <input type="checkbox"/> N/A		
	If the PEO box is checked above, select PEO type(s) here: <input type="checkbox"/> PEO Classic <input type="checkbox"/> PEO with Carve-Out <input type="checkbox"/> PEO with Administrative Services (ASO) Arrangement		
If the Company is affiliated with a PEO or ASO, identify affiliation type here with required information:	<input type="checkbox"/> Carve-Out Arrangement PEO or ASO Name: _____		
	<input type="checkbox"/> ASO Arrangement PEO or ASO 12-digit ID No: _____		
Total # of Employees:	145	Total # of Benefit Eligible Employees: (medical/dental/vision)	145
		Total # of Employees Participating in Group Benefit Plans (medical/dental/vision)	100
		Estimated # of Universal Benefit Account Participants:	NA
Nature of Business:	NAICS Code: (6 digit #)		
Are you a current TASC Client?	<input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide your 12-digit TASC ID:
Electronic Data Interchange (EDI) File:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		>> if yes, provide Vendor Name: _____
Are there Universal Benefit Account benefit plans that will be a mid-year plan takeover: (coming to TASC after plan year start or grace/runout moving to TASC)	<input type="checkbox"/> No <input type="checkbox"/> Yes >> if yes, list benefit plans to be implemented mid-year (typical implementation takes 4-6 weeks): _____		

CLIENT CONTACT INFORMATION

Client Addresses	Street	City	State	Zip
Primary/Physical Address (no P.O. Box)	47450 Woodward Ave	Pontiac	MI	48342
Billing Address (if different than Primary Address)				
Mailing/Shipping Address (if different than Primary Address)				
Authorized Contacts				
Contact Type	Contact Name	Email (Required for Online Access)	Phone	
Client Primary Company Contact	Shannon Hensel	shensel@pontiac.mi.us	248-758-3000	
General Client Contact	Melinda			
Client/Plan Implementation Contact for Required Call				
Client Billing Contact				
Distributor/Broker	Niki Keaveny	nicole.keaveny@meadowbrook.com	248-204-6105	

TASC USA PURCHASER DETAILS

List additional contacts and business associates who should have access to your Account - with benefit(s) associated (if applicable)			
Contact Name	Benefit Associated	Email (Required for Online Access)	Phone

SECTION 1 - TASC BUNDLES			
Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees
<input type="checkbox"/> #1: ERISA, HIPAA, FMLA ^{1,4,5} FMLA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document-Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI - No Charge <input type="checkbox"/> FMLA Takeover Fee \$ _____ Eligibility Determination <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
<input type="checkbox"/> #2: ERISA, HIPAA, FMLA, UBA ^{1,4,5,6} FMLA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document-Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI - No Charge <input type="checkbox"/> FMLA Takeover Fee \$ _____ Eligibility Determination <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
<input type="checkbox"/> #3: ERISA, HIPAA, UBA ^{1,4,5,6}	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document-Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI - No Charge
<input type="checkbox"/> #4: ERISA, HIPAA, Federal COBRA ^{1,2,4} COBRA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document-Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI - No Charge <input type="checkbox"/> QB Takeover Fee \$ _____ Total # of EE's on COBRA _____

SECTION 1 - TASC BUNDLES (Cont.)			
Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees
<input type="checkbox"/> #5: ERISA, HIPAA, Federal COBRA, UBA ^{1,2,4,6} COBRA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document–Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI – No Charge <input type="checkbox"/> QB Takeover Fee \$ _____ Total # of EE's on COBRA _____
<input type="checkbox"/> #6: ERISA, HIPAA, Federal COBRA, FMLA ^{1,2,4} COBRA Effective Date with TASC: _____ FMLA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document–Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI – No Charge <input type="checkbox"/> QB Takeover Fee \$ _____ Total # of EE's on COBRA _____ <input type="checkbox"/> FMLA Takeover Fee \$ _____ Eligibility Determination <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
<input type="checkbox"/> #7: ERISA, HIPAA, Federal COBRA, FMLA, UBA ^{1,2,4,6} COBRA Effective Date with TASC: _____ FMLA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document–Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI – No Charge <input type="checkbox"/> QB Takeover Fee \$ _____ Total # of EE's on COBRA _____ <input type="checkbox"/> FMLA Takeover Fee \$ _____ Eligibility Determination <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
<input type="checkbox"/> #8: ICHRA, NESP and up to 2 other UBA Accounts, ERISA, PCORI, ACA REPORTING, HIPAA COMPLIANCE, Federal COBRA ^{1,2,4,6} COBRA Effective Date with TASC: _____ 1 st Year for TASC to do ACA Reporting: _____ 1 st Year for TASC to do PCORI Reporting: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document–Indiv/Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> COBRA QB Takeover Fee \$ _____ Total # of EE's on COBRA _____ \$ _____ Minimum Fee Per Entity for ACA Reporting

SECTION 1 - TASC BUNDLES (Cont.)									
Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees						
<input type="checkbox"/> #9: ICHRA, NESP, and up to 2 other UBA accounts, PCORI, ACA REPORTING, HIPAA COMPLIANCE, Federal COBRA ^{1,2,6} COBRA Effective Date with TASC: _____ 1 st Year for TASC to do ACA Reporting: _____ 1 st Year for TASC to do PCORI Reporting: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Monthly Minimum Fee	<input type="checkbox"/> COBRA QB Takeover Fee \$ _____ Total # of EE's on COBRA _____ \$ _____ Minimum Fee Per Entity for ACA Reporting						
<p>>>>>>> COMPLETE FOR ERISA SELECTIONS ABOVE</p>	Form 5500 Filing Required? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Note: Form 5500 is required when your plan has 100 or more employee participants and/or former employee participants (e.g., retirees and those on COBRA) at the beginning of a plan year or when your plan is funded through a trust, regardless of the number of participants. Government entities and Church groups excluded.)</i> If yes, when is your deadline for 5500 Due (if applicable) ⁴ : _____ If yes, List Plan Years to be Filed: _____ If yes, Detail Plans to be Filed _____ <i>(Separate Purchaser Details and Fees Apply to each Plan)</i> <u>Controlled Groups:</u> Please indicate if you are a member of any of the following: <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • A Controlled Group of Corporations under Code Section 414(b) • A group of Businesses/Trades under common control under Code Section 414(c); OR • An Affiliated Services Group under Code Section 414(m) If Yes, are benefits/premiums paid from a single source? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, separate Purchaser Details are required for each entity)</i>								
<p>>>>>>> COMPLETE FOR ACA REPORTING SELECTIONS ABOVE</p>	<u>Type of Reporting:</u> <input type="checkbox"/> Single ALE Reporting <input type="checkbox"/> Non-ALE Employer Reporting <input type="checkbox"/> Controlled Group Reporting (Aggregated ALE) If Controlled Group Reporting (Aggregated ALE), # of Entities Reporting _____ <i>(separate application for each required)</i> <u>List Additional Reporting Entities</u> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>								
<p>>>>>>> COMPLETE FOR COBRA SELECTIONS ABOVE Check service offering and indicate State plan is underwritten as applicable</p>	<input type="checkbox"/> Federal COBRA Only <input type="checkbox"/> Federal COBRA & State Continuation (Federal Plus): Indicate State policy is underwritten: <input type="checkbox"/> CT <input type="checkbox"/> GA <input type="checkbox"/> LA <input type="checkbox"/> MO <input type="checkbox"/> NY <input type="checkbox"/> TX <input type="checkbox"/> FL <input type="checkbox"/> IL <input type="checkbox"/> MN <input type="checkbox"/> NJ <input type="checkbox"/> OR <input type="checkbox"/> State Continuation Only: Indicate State policy is underwritten: <input type="checkbox"/> AZ <input type="checkbox"/> DE <input type="checkbox"/> IL <input type="checkbox"/> MA <input type="checkbox"/> NJ <input type="checkbox"/> PA <input type="checkbox"/> WI <input type="checkbox"/> CO <input type="checkbox"/> DC <input type="checkbox"/> IA <input type="checkbox"/> MN <input type="checkbox"/> NY <input type="checkbox"/> TX <input type="checkbox"/> CT <input type="checkbox"/> GA <input type="checkbox"/> MD <input type="checkbox"/> MO <input type="checkbox"/> OH <input type="checkbox"/> VA								

¹ All set-up fees must be paid with application submission.
² Application must be received, client implementation call completed, premium collection and qualified beneficiary information received by the 15th of the month prior to the start date.
³ All fees listed must be submitted in full at the time of application.
⁴ If deadline for 5500 Due is within 45 days of application, a Form 5500 extension is needed. If within 15 days of the deadline, the extension may not be an option due to time allowance for new business entry and implementation. The Purchaser is responsible for any fines or penalties that may result in the late submission.
⁵ Application must be received and client implementation call completed 10 days prior to start date.
⁶ Select UBA offerings in UNIVERSAL BENEFIT ACCOUNT (UBA) OFFERING SELECTIONS & FEES section.

SECTION 2 - UNIVERSAL BENEFIT ACCOUNT (UBA) OFFERING SELECTIONS & FEES
(check all accounts to be included in this application)

Effective Date: _____ Plan Year Start Date: _____ Plan Year End Date: _____ Custom Contribution Plan

HEALTHCARE	Flexible Spending Accounts (IRC §125¹)	<input type="checkbox"/>	Healthcare FSA <i>(must offer group Health plan)</i>
		<input type="checkbox"/>	Limited Purpose Healthcare FSA (LPPFA)
	Health Savings Accounts	<input type="checkbox"/>	Health Savings Account (HSA)
	Health Reimbursement Accounts	<input type="checkbox"/>	Health Reimbursement Arrangement (HRA) – includes Retiree HRA
		<input type="checkbox"/>	Healthcare Premium Reimbursement Arrangement <i>(Employer-Only Funded)</i>
		<input type="checkbox"/>	Healthcare Premium (NESP) Reimbursement Account (IRC §125 ¹)
<input type="checkbox"/>		Individual Coverage HRA (ICHRA)	
<input type="checkbox"/>		Excepted Benefit HRA (EBHRA)	
<input type="checkbox"/>		Qualified Small Employer HRA (QSEHRA) <i>(cannot offer group Health plan)</i>	
<input type="checkbox"/>		Wellness Reimbursement Arrangement	
<input type="checkbox"/>		Emergency Expense HRA	
<input type="checkbox"/>		Spousal Incentive HRA (SIHRA)	
<input type="checkbox"/>		Medicare HRA <i>(less than 20 total EEs)</i>	
Funded HRAs	<input type="checkbox"/>	Integrated Funded HRA (Integrated FHRA) <i>(Specialty Implementation)</i>	
	<input type="checkbox"/>	Retiree Funded HRA (Retiree FHRA) <i>(Specialty Implementation)</i>	
FRINGE	Family & Lifestyle Accounts	<input type="checkbox"/>	Dependent Care Assistance Plan (DCAP) (IRC §125 ¹)
		<input type="checkbox"/>	Back-up Care Reimbursement Account
		<input type="checkbox"/>	Child Adoption Assistance Account
		<input type="checkbox"/>	Lifestyle Reimbursement Account (Type: _____)
		<input type="checkbox"/>	Emergency Expense Reimbursement Account
		<input type="checkbox"/>	Emergency Loan Account
		<input type="checkbox"/>	Medical Travel Account
		Commuter	<input type="checkbox"/>
	<input type="checkbox"/>		Transit Account
	<input type="checkbox"/>		Gas Plus Account <i>(non tax-advantaged – employer funded)</i>
	<input type="checkbox"/>		Bike Account <i>(non tax-advantaged – employer funded)</i>
	Awards/Rewards	<input type="checkbox"/>	Wellness Rewards Account
		<input type="checkbox"/>	Vaccination Reward Account
<input type="checkbox"/>		Employee Achievement/Award Account	
Accountable Plans	<input type="checkbox"/>	Professional Business Expense Account	
	<input type="checkbox"/>	Home Office Account	
	<input type="checkbox"/>	Per Diem Meal Account	
	<input type="checkbox"/>	Travel and Business Meals Account	
	<input type="checkbox"/>	Work Clothes Account	
	<input type="checkbox"/>	Workplace Tools Account	
EDU	Education Accounts	<input type="checkbox"/>	Tuition Reimbursement Account
		<input type="checkbox"/>	Student Loan Reimbursement Account
GIVING	Giving Accounts	<input type="checkbox"/>	Employee Crisis Fund Account
WEALTH	Wealth Accounts	<input type="checkbox"/>	Giving Savings Account
		<input type="checkbox"/>	Holiday Club Account
		<input type="checkbox"/>	Commission Account
OTHER	This section is ONLY to be used for New Account Offerings not listed Above	<input type="checkbox"/>	_____
		<input type="checkbox"/>	_____
		<input type="checkbox"/>	_____

UNIVERSAL BENEFIT ACCOUNT: ADD-ON PACKAGES (check all that apply and enter fee)	
<input type="checkbox"/> Integration Package	\$ _____
<input type="checkbox"/> Co-Branding Package	\$ _____
<input type="checkbox"/> Plan Optimization Package	\$ _____
<input type="checkbox"/> Priority Service Package	\$ _____
<input type="checkbox"/> Client Relationship Manager	\$ _____
<input type="checkbox"/> Compliance Documents Only (complete Section A below and enter total fees here)	\$ _____
<input type="checkbox"/> Other (describe): _____	\$ _____
TOTAL:	\$ _____

SECTION A: Compliance Documents Add-On - Select the purchased accounts below to add-on compliance documents (i.e., SPD);
 Check applicable benefit if Compliance Docs are required for bundles

<input type="checkbox"/> Standalone Plans: POP, NESP	OTHER ACCOUNTS:
	<input type="checkbox"/> Professional Business Expense Account (Summary Description)
Section 125 Plan includes POP language:	<input type="checkbox"/> Home Office Account (Summary Description)
<input type="checkbox"/> Healthcare FSA	<input type="checkbox"/> Travel and Business Meals Account (Summary Description)
<input type="checkbox"/> Limited Purpose Healthcare FSA	<input type="checkbox"/> Work Clothes Account (Summary Description)
<input type="checkbox"/> Dependent Care Assistance Plan (DCAP)	<input type="checkbox"/> Workplace Tools Account (Summary Description)
<input type="checkbox"/> Healthcare Premium (NESP) Reimbursement Acct	<input type="checkbox"/> Tuition Reimbursement Account (Plan Doc/Summary Description)
<input type="checkbox"/> Health Savings Account (HSA)	<input type="checkbox"/> Per Diem Meal Account (Summary Description)
	<input type="checkbox"/> Child Adoption Assistance Account (Plan Doc/Summary Description)
Health Reimbursement Arrangements (HRAs):	<input type="checkbox"/> Student Loan Reimbursement (Summary Description)
<input type="checkbox"/> Traditional HRA	
<input type="checkbox"/> Individual Coverage HRA (ICHRA)	
<input type="checkbox"/> Excepted Benefit HRA (EBHRA)	
<input type="checkbox"/> Qualified Small Employer HRA (QSEHRA)	
<input type="checkbox"/> Wellness HRA	
<input type="checkbox"/> Emergency Expense HRA (or Limited Purpose HRA)	
<input type="checkbox"/> Spousal Incentive HRA	
<input type="checkbox"/> Medicare HRA	

UNIVERSAL BENEFIT ACCOUNT FEE SUMMARY ³ :					
Level	PPPM Admin Fee	PEPM Admin Fee ¹	Monthly Minimum Fee ²	Annual Membership Fee (will be invoiced)	Fees for Add-On Packages (from above)
	Enter only one				
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

HEALTH SAVINGS ACCOUNT FEE SUMMARY:			
PPPM Admin Fee	PEPM Admin Fee ¹	Monthly Minimum Fee ²	Annual Membership Fee (will be invoiced)
Enter only one			
\$ _____	\$ _____	\$ _____	\$ _____

¹If selected, Employee Census must be provided up front – and updated quarterly
²Only applies with PPPM fees
³If UBA is part of a bundle or not applicable for this application, enter N/A

SECTION 3 - ADDITIONAL OFFERINGS & FEES			
Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees
Continuation Offerings			
<input type="checkbox"/> COBRA ² Effective Date with TASC: _____ Fees in this section apply to service offering selected below	\$ _____	\$ _____ Per Benefit Eligible/Month \$ _____ Minimum Monthly Fee \$ _____ Annual Renewal Fee	<input type="checkbox"/> TQB Takeover Fee \$ _____ <input type="checkbox"/> Carrier Notifications (Premium Services EOS Required) \$ _____ Total # of TQB Takeovers (employees on COBRA moving to TASC): _____
>>>>>> COMPLETE FOR COBRA Check service offering and indicate State plan is underwritten as applicable	<input type="checkbox"/> Federal COBRA Only <input type="checkbox"/> Federal COBRA & State Continuation (Federal Plus): Indicate State policy is underwritten: <input type="checkbox"/> CT <input type="checkbox"/> GA <input type="checkbox"/> LA <input type="checkbox"/> MO <input type="checkbox"/> NY <input type="checkbox"/> TX <input type="checkbox"/> FL <input type="checkbox"/> IL <input type="checkbox"/> MN <input type="checkbox"/> NJ <input type="checkbox"/> OR <input type="checkbox"/> State Continuation Only: Indicate State policy is underwritten: <input type="checkbox"/> AZ <input type="checkbox"/> DE <input type="checkbox"/> IL <input type="checkbox"/> MA <input type="checkbox"/> NJ <input type="checkbox"/> PA <input type="checkbox"/> WI <input type="checkbox"/> CO <input type="checkbox"/> DC <input type="checkbox"/> IA <input type="checkbox"/> MN <input type="checkbox"/> NY <input type="checkbox"/> TX <input type="checkbox"/> CT <input type="checkbox"/> GA <input type="checkbox"/> MD <input type="checkbox"/> MO <input type="checkbox"/> OH <input type="checkbox"/> VA		
<input type="checkbox"/> Retiree Billing Effective Date with TASC: _____	\$ _____	\$ _____ Per Retiree Billing Participant / Month \$ _____ Minimum Monthly Fee \$ _____ Annual Renewal Fee	<input type="checkbox"/> Open Enrollment Fee \$ _____ <input type="checkbox"/> Takeover Fee \$ _____ <input type="checkbox"/> Carrier Notifications (Premium Services EOS Required) \$ _____ Total # of employees on Retiree Billing _____
<input type="checkbox"/> Direct Billing Effective Date with TASC: _____	\$ _____	\$ _____ Direct Billing Participant / Month \$ _____ Minimum Monthly Fee \$ _____ Annual Renewal Fee	<input type="checkbox"/> Open Enrollment Fee \$ _____ <input type="checkbox"/> Takeover Fee \$ _____ <input type="checkbox"/> Carrier Notifications (Premium Services EOS Required) \$ _____ Total # of employees on Direct Billing _____
<input type="checkbox"/> Leave of Absence (LOA) Effective Date with TASC: _____	\$ _____	\$ _____ Leave of Absence (LOA) Participant / Month \$ _____ Minimum Monthly Fee \$ _____ Annual Renewal Fee	<input type="checkbox"/> Open Enrollment Fee \$ _____ <input type="checkbox"/> Takeover Fee \$ _____ <input type="checkbox"/> Carrier Notifications (Premium Services EOS Required) \$ _____ Total # of employees on Leave of Absence (LOA) _____
Compliance Offerings			
<input type="checkbox"/> FMLA ⁴ FMLA Effective Date with TASC: _____	\$ _____	\$ _____ Per Employee Per Month \$ _____ Minimum Monthly Fee \$ _____ Annual Renewal Fee	Eligibility Determination <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____

SECTION 3 - ADDITIONAL OFFERINGS & FEES (Cont.)

Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees
--------------------	----------------------------------	------------	------------------------------

Compliance Offerings (Cont.)

<input type="checkbox"/> ERISA (Full Administration) ^{3,4}	\$ _____	\$ _____ Annually	<input type="checkbox"/> Late 5500 Filing ³ : \$ _____ <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ <input type="checkbox"/> Medicare Part D Notice ³ \$ _____ <input type="checkbox"/> PPACA & ERISA Notices ³ \$ _____ <input type="checkbox"/> Wrap Document-Individual/ Separate Affiliated Employer ³ \$ _____ <input type="checkbox"/> PCORI - No Charge
---	----------	-------------------	---

>>>>>> COMPLETE FOR ERISA	<p>Form 5500 Filing Required? <input type="checkbox"/> Yes <input type="checkbox"/> No (Note: Form 5500 is required when your plan has 100 or more employee participants and/or former employee participants (e.g., retirees and those on COBRA) at the beginning of a plan year or when your plan is funded through a trust, regardless of the number of participants. Government entities and Church groups excluded.) If yes, when is your deadline for 5500 Due (if applicable)⁴: _____ If yes, List Plan Years to be Filed: _____ If yes, Detail Plans to be Filed _____ (Separate Purchaser Details and Fees Apply to each Plan)</p> <p>Controlled Groups: Please indicate if you are a member of any of the following: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> • A Controlled Group of Corporations under Code Section 414(b) • A group of Businesses/Trades under common control under Code Section 414(c); OR • An Affiliated Services Group under Code Section 414(m) If Yes, are benefits/premiums paid from a single source? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, separate Purchaser Details are required for each entity)		
----------------------------------	---	--	--

<input type="checkbox"/> ERISA Docs Only (100+; no 5500) ³	\$ _____	\$ _____ Annually	
---	----------	-------------------	--

<input type="checkbox"/> Medicare Part D Notice ³	N/A	\$ _____ Annually	
--	-----	-------------------	--

<input type="checkbox"/> PPACA & ERISA Notices ³	N/A	\$ _____ Annually	
---	-----	-------------------	--

<input type="checkbox"/> PCORI (without ERISA) ² 1 st Year for TASC to do PCORI Reporting: _____	N/A	\$ _____ Annually	
---	-----	-------------------	--

<input checked="" type="checkbox"/> Form 5500 Preparation ^{3,4}	N/A	\$ 850.00 Annually	<input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> One-Time <input type="checkbox"/> Form 5500 Extension ⁴ \$ _____ If one-time, must complete the "TASC USA Addendum One-Time Form 5500" in addition to the TASC USA
--	-----	--------------------	--

>>>>>> COMPLETE FOR FORM 5500	When is your deadline for 5500 Due ⁴ : 8/24 _____ List Plan Years to be Filed: 2024 _____ Detail Plans to be Filed: N/A _____ (Separate Purchaser Details and Fees Apply to each Plan)		
--------------------------------------	---	--	--

<input type="checkbox"/> HIPAA Compliance ³	N/A	\$ _____ 1 st Year \$ _____ Annually (after 1 st Year)	
--	-----	---	--

<input type="checkbox"/> Non-Discrimination Testing ³ **REQUIRED: Check all that apply** <input type="checkbox"/> Cafeteria Plan/POP <input type="checkbox"/> Tuition Plan <input type="checkbox"/> FSA Plan (Health or Dependent Care) <input type="checkbox"/> Group Term Life <input type="checkbox"/> Self-Insured Health Plan/HRA	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ Annually \$ _____ Annually \$ _____ Annually \$ _____ Annually \$ _____ Annually	\$ _____ Additional Testing \$ _____ Additional Testing \$ _____ Additional Testing \$ _____ Additional Testing \$ _____ Additional Testing
---	--	---	---

>>>>>> COMPLETE FOR NDT	Please indicate if you are a member of any of the following: <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • A Controlled Group of Business Entities under IRS Section 414(b) or (c); • An Affiliated Service Group under IRS Section 414(m); OR • An Arrangement Described under IRS Section 414(o) 		
--------------------------------	---	--	--

SECTION 3 - ADDITIONAL OFFERINGS & FEES (Cont.)			
Selected Offerings	One Time Set-Up Fee ¹	Admin Fees	Additional Services and Fees
Compliance Offerings (Cont.)			
<input checked="" type="checkbox"/> ACA Employer Reporting <u>Type of Reporting:</u> <input checked="" type="checkbox"/> Single ALE Reporting <input type="checkbox"/> Non-ALE Employer Reporting <input type="checkbox"/> Controlled Group Reporting (Aggregated ALE) If Controlled Group Reporting (Aggregated ALE), # of Entities Reporting _____ (separate application for each required) 1 st Year for TASC to do ACA Reporting: _____	\$ 3,194.00	\$ 1.21 Per Employee Per Month \$ 110.00 Minimum Monthly Fee \$ 1936.00 Annual Renewal Fee	\$ 0 Minimum Fee Per Entity
List Additional Reporting Entities			
>>>>>> COMPLETE FOR ACA when there is Controlled Group Reporting			
<input type="checkbox"/> Dependent Eligibility Verification	\$ _____	\$ _____ Annually Per Audited Employee \$ _____ Minimum Monthly Fee	<input type="checkbox"/> Ongoing <input type="checkbox"/> One-Time <input type="checkbox"/> Annual Spousal Verification Per Audited Employee \$ _____
<input type="checkbox"/> Vaccination Verification ³	\$ _____	\$ _____ Annually Per Tracked Individual \$ _____ Minimum Admin Fee	
Document Only Offerings			
<input type="checkbox"/> Premium Only Plan (POP) ³ (must offer group Health plan) Plan Year Start Date: _____ Plan Year End Date: _____ Effective Date with TASC: _____	N/A	\$ _____ Annually	
<input type="checkbox"/> Self-Administration HRA ³ Plan Year Start Date: _____ Plan Year End Date: _____ Effective Date with TASC: _____	N/A	\$ _____ Annually	

¹ All set-up fees must be paid with application submission.
² Application must be received, client implementation call completed, premium collection and qualified beneficiary information received by the 15th of the month prior to the start date
³ All fees listed must be submitted in full at the time of application.
⁴ If deadline for 5500 Due is within 45 days of application, a Form 5500 extension is needed. If within 15 days of the deadline, the extension may not be an option due to time allowance for new business entry and implementation. The Purchaser is responsible for any fines or penalties that may result in the late submission.
⁵ Application must be received and client implementation call completed 10 days prior to start date.

BILLING INFORMATION

FEES DUE WITH APPLICATION			
	Set-Up Fees	Annual Admin Fees	Additional Fees
Section 1: Bundles	\$ _____	N/A	\$ _____
Section 2: Universal Benefit Account	N/A	N/A	N/A
Section 3: Additional Offerings	\$ 8,085.40	\$ _____	\$ _____
TOTAL	\$ 8,085.40	\$ _____	\$ _____
TOTAL AMOUNT DUE (Sum of Setup Fees, Annual Admin Fees and Additional Fees)	\$ 8,085.40		

BILLING INFORMATION (Cont.)

Select a payment method for your fees and complete the following information for the selected payment method:

Payment Method:	ACH (E-Pay) ²	Credit Card	Invoice
Total Amount Due with Purchaser Details/ Application Submittal ¹	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Administration, Membership, Renewal, and Package Fees	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Billing Frequency:	<input checked="" type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
<i>NOTE: Small groups with 1-15 employees are annual payment only.</i>			
Banking Information: This information will be used to process payments for services rendered			
Bank Name:		Bank Account Name:	
Bank Routing Number:		Account Number:	
Account Type:	<input type="checkbox"/> Business Checking <input type="checkbox"/> Business Savings		
Account Funding:			
If different bank accounts are required by benefit offering or by division, complete and attach Bank Authorization & Designation Form (TC-6181)			
<input type="checkbox"/> Use same ACH information as banking information above ⇕		TASC will initiate ACH debits from the bank account and financial institution named in the amount funding section. Plan funding payments will be electronically deducted from the indicated bank account and automatically submitted on your scheduled contribution dates.	
<input type="checkbox"/> Use different ACH information as per below ⇓			
Bank Name:			
Bank Account Name:			
Bank Routing Number:			
Account Number:			
Account Type:	<input type="checkbox"/> Business Checking <input type="checkbox"/> Business Savings		
Credit Card Information:			
Credit Card information may only be used for initial set-up fees for Offerings indicated as "Other" above.			
Name on Card:			
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover		
Card Number:		Expiration Date:	

¹Includes, but not limited to; Set-Up Fees for Other Accounts Admin Fees for stand-alone HIPAA, ACA, POP, Self-Admin HRA, Self-Admin FSA, 5500s and Vaccination Verification.

²E-Pay is TASC's standard method for submission of *administration fees*. With E-Pay, TASC conveniently deducts your fees from your checking or savings account. Simply complete the box above, signing where indicated. All written debit authorizations must agree that the Payer may revoke the authorization only by first notifying the Originator in the manner specified in the authorization. The language in the authorization represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.

AUTHORIZATION

The data and information are being provided to implement the services purchased. This data and information are subject to the terms of the TASC Universal Subscription Agreement (USA), including TASC's reliance on its timeliness and accuracy.

Purchaser Signature: _____ Date: _____

Printed Name: _____

Title: _____

Distributor/Agent/Broker (Provider) Name:	Meadowbrook Insurance	TASC Provider ID #:	4302--520=7215
TASC Sales Representative (RSD) Name:	Kendra Bittell		
List Bill # (if applicable):		Retail Code (If applicable):	

If TASC Provider ID (Broker) ID or TASC Sales Representative (RSD) is unknown please contact TASC Sales inquiries at 1-888-595-2261

SPECIAL INSTRUCTIONS FOR TASC:

Client would like TASC to Mail the ACA reporting to the employees.

I have reviewed the above application.



TASC Universal Subscription Agreement

Retain this document for your records.

THIS TASC UNIVERSAL SUBSCRIPTION AGREEMENT ("TASC USA") is entered into by and between Total Administrative Services Corporation ("TASC"), a Wisconsin Corporation, headquartered at 2302 International Lane, Madison WI, 53704-3140, and the Entity identified below, (the "Purchaser").

Entity Name:	City of Pontiac	Business Federal ID#:	
Mailing Address: (no PO Box)	47450 Woodward Ave	City:	Pontiac
Address Line 2:		State:	MI
		Zip:	48342

This TASC USA is effective on the date entered below, or the date entered online using an electronic signature agreement (the "Effective Date"). This TASC USA applies to all services selected by the Purchaser on the Effective Date or any subsequent date (these services selected by the Purchaser are referred to hereinafter as the "Subscription Services").

The Purchaser agrees that TASC will provide the Subscription Services in accordance with TASC's Specifications, Purchaser Detail, Manuals, and applicable Terms of Use, which are expressly incorporated by reference into this TASC USA, and which can be provided on request. The Purchaser agrees to pay the fees for the Subscription Services as provided herein ("TASC Fees").

The Purchaser is duly organized, validly existing, and fully authorized to enter into this TASC USA. The individual executing this TASC USA on behalf of the Purchaser is fully authorized to do so.

By signing below or completing an online electronic signature, the Purchaser certifies that the Purchaser understands and agrees to the terms of this TASC USA, and the Specifications, Purchaser Detail, Manual(s) and Terms of Use.

Purchaser (Entity Name):	City of Pontiac
Signature:	
Printed Name:	
Title:	
Effective Date of this TASC USA:	1.1.24
(Note: Use the first of the month.)	

PART I: GENERAL TERMS

Scope of Relationship

TASC is and will remain an independent contractor with respect to all services provided. TASC and the Purchaser are not partners or engaged in a joint venture. TASC is not a law firm and is not providing legal, investment or tax advice. All written or verbal communications provided under the terms of this TASC USA and in the service execution are general in nature and not intended to constitute legal, investment or tax advice. The products and services provided by TASC may have legal, investment and tax consequences. Any questions regarding the Purchaser's particular needs, requirements, circumstances, or the legal, investment, or tax consequences of any product or service offered by TASC must be directed to the Purchaser's own advisor(s) at the Purchaser's expense.

For the purpose of any Purchaser and/or Subscription Services subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, the terms Administrator (commonly referred to as the Plan Administrator), Plan Sponsor, Named Fiduciary and Plan Assets shall have the meaning given to such terms by ERISA. TASC is not the Plan Administrator, the Plan Sponsor, or a Named Fiduciary for any Subscription Services. TASC does not accept a fiduciary role or status for any Subscription Services. TASC does not collect or hold employee contributions or plan assets. The Purchaser acknowledges and agrees that any funding submitted to TASC in connection with a plan or component benefit that is considered a welfare plan within the meaning provided by ERISA: (i) shall be comprised of general assets of the Purchaser, (ii) shall, until disbursed by TASC, retain its status as general assets of the Purchaser subject to the rights of the Purchaser's creditors, (iii) shall, until disbursed by TASC, be returned to the Purchaser upon written request, and (iv) shall not be segregated or set aside in a trust or escrow account by TASC.

Three-Year Term and Renewal

The Term of this Agreement shall be for a period of three (3) years from the Effective Date. This TASC USA will renew automatically for an additional Term of three (3) years at the expiration of the initial or any renewal Term (the initial term and each renewal Term, if any, shall be referred to as the "Term"). Either Party may terminate this TASC USA for any reason without penalty at the end of the Term by providing the other Party with a written termination notice at least sixty (60) days prior to the expiration of the Term.

Materials, Use and Limited License

TASC is hereby granting to the Purchaser a non-exclusive, non-assignable, limited license to use on the terms provided herein the forms, plan documents, plan descriptions, procedures, scripts, manuals, marketing materials, brochures, computer programs/platforms and databases (collectively, "Materials") provided by TASC to the Purchaser in connection with the provision of the Subscription Services. The Purchaser shall have a limited license to use Materials solely in connection with its use of the Subscription Services and in accordance with this TASC USA. It is understood that the Materials are the confidential property of TASC, they are not "work for hire", and no additional rights to use the Materials are granted. The Purchaser is responsible for its use and the protection of the confidentiality of Materials and shall be liable for any unauthorized use or disclosure. The Purchaser shall retain the confidentiality of Materials, and shall not make any direct or indirect use of or reference to TASC trademarks or Materials in connection with the marketing, use, implementation, license, sale or distribution of any program or system. The termination of this TASC USA shall not affect the duty of the Purchaser not to infringe on TASC's trademarks and copyrights and to keep confidential and not to disclose all Materials. Upon the expiration or termination of this TASC USA, all limited license rights granted to the Purchaser pursuant to this TASC USA shall be terminated.

TASC Fees and Terms of Payment

TASC provides the following limited fee guarantee during the Term. During the Term, TASC will not make any adjustments to the TASC Fees other than an annual increase to reflect inflation as determined by TASC using multiple national indicators.

TASC reserves the right to make adjustments to the TASC Fees for any renewal Term, with ninety (90) days written notice to the Purchaser prior to the start of said Term.

The Purchaser agrees to pay TASC for Subscription Services in accordance with the TASC Fees (1) determined on a TASC Proposal if applicable, expressly incorporated by reference into this TASC USA, (2) determined on the Specifications, Purchaser Detail, or (3) as shown for electronic elections made online. For Subscription Services where the TASC Fees are calculated based on the number of the Purchaser's employees ("Employees"), (1) the Purchaser shall provide TASC monthly updates regarding the number of Employees covered by the applicable Subscription Services, (2) TASC shall have the right to adjust the TASC Fees in the event of a material change in the number of Employees, and (3) TASC shall be entitled to recover additional fees based on changes in the number of Employees for months for which the Purchaser fails to accurately report the number of Employees. All interest and investment on income earned by TASC Fees shall be retained by TASC as a supplemental fee.

Payment for Subscription Services will occur via ACH transaction, or if payment via ACH transaction is not authorized, TASC will invoice the Purchaser. If billing by invoice, TASC Fees are due according to the terms on the invoice. If for any reason, TASC does not receive payment for any TASC Fees within ten (10) business days of the expected date of receipt as determined by the payment method, then TASC may suspend the performance of all applicable Subscription Services and place all processing on hold until all past due TASC Fees are paid. TASC shall have no liability for any losses due to suspending or placing any Subscription Services on hold for non-payment.

If the Purchaser grants TASC authority to debit TASC Fees by ACH or other electronic means, that authority will remain in full force until TASC has received written notification from the Purchaser of its termination of this authority in such time and in such manner as to afford TASC and the Purchaser's bank a reasonable opportunity to act on it. It is understood that the purpose of this authorization is to provide a means of payment for

the TASC Fees. TASC reserves the right to correct any processing errors and to recover any payment made in error for any reason, and the Purchaser authorizes TASC to debit or credit the Purchaser's account as necessary to correct such errors.

Any refunds or adjustments to be made by TASC for the Purchaser will be processed only after verification is made that sufficient funds were received by TASC to cover all payments made or to be made by TASC in the course of providing Subscription Services, TASC Fees, and other amounts due to TASC. No refunds or adjustments will be made while the Purchaser is in default under this TASC USA or if an Employee or former employee of the Purchaser is in violation of the applicable Terms of Use or any other applicable agreement pertaining to the Subscription Services.

If a refund or any obligation for TASC to repay the Purchaser is determined to be due and owing to the Purchaser, TASC, in TASC's sole discretion, may issue the refund in the form of one, or any combination, of the following tenders: ACH credit to the Purchaser's bank account on file with TASC or other available electronic payment method, prepaid debit card, or a credit to be applied to future Subscription Services ("Service Credits"). Service Credits are subject to the applicable Terms of Use.

State law governs when accounts or funds relating to Subscription Services, including, but not limited to, funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), are considered unclaimed or abandoned property. TASC will return to the Purchaser any such accounts or funds considered under applicable state law to be unclaimed or abandoned property ("Unclaimed Funds"). The Purchaser agrees that, at all times, it remains the holder of the Unclaimed Funds and shall be solely responsible for compliance with applicable laws, including providing statutory notice as well as the delivery and reporting of Unclaimed Funds to the applicable state agency as required under the law. Unless prohibited by the applicable state law, TASC may offset its costs and expenses associated with the Unclaimed Funds. TASC shall have no liability to the Purchaser or Employees (or former employees of the Purchaser) for the Unclaimed Funds. Any funds attributable to unrepresented checks, dormant Purchaser or Employee (or former employee of the Purchaser) accounts, or plan experience gains (forfeitures), which are not considered unclaimed property under state law and which have remained dormant for more than one (1) year from the last date on which the applicable Subscription Service was rendered to the Purchaser by TASC under this TASC USA, shall be retained by TASC as a supplemental fee for Subscription Services previously rendered.

TASC's obligation to provide a Subscription Service will terminate automatically with no penalty to TASC if the Purchaser is no longer eligible to use that Subscription Service or the continued provision of the Subscription Service would violate applicable law.

Default and Non Performance

In the event a Party is or becomes non-compliant with applicable law governing the Subscription Services, where such non-compliance could reasonably result in losses such as but not limited to an excise tax, penalty, or claims liability, the other Party shall have the right to terminate this TASC USA immediately by written notice to the non-compliant Party.

A Party shall have the right to terminate this TASC USA with no additional duties under this TASC USA to a Party that institutes proceedings under Chapter 7 of the Bankruptcy Code, or makes an appointment of a trustee or receiver for the disposition of their assets or properties, or an assignment of assets for the benefit of creditors, or an admission of its inability to pay its debts as they become due.

In the event a Party defaults in its obligation to with respect to any material term, condition or covenant of this TASC USA, the non-defaulting Party may terminate this TASC USA by giving the defaulting Party a thirty (30) day cure period written notice. If the defaulting Party fails to cure the default to the reasonable satisfaction of the non-defaulting Party within the 30-day cure period, this TASC USA shall automatically terminate upon expiration of the 30-day cure period.

Any termination shall be without prejudice to any other rights and remedies the non-defaulting Party may have against the defaulting Party with respect to such default.

In the event of a default by the Purchaser with respect to payment of TASC Fees, this TASC USA may be terminated immediately by TASC upon written notice to the Purchaser and all amounts due to TASC shall become immediately due and payable. In the event of any default by the Purchaser, TASC has the right to suspend all Subscription Services to the Purchaser, without incurring any liability for the suspension, until the default(s) has been cured and all outstanding obligations of the Purchaser have been met.

PART II: SUBSCRIPTION SERVICES

Responsibility of TASC

TASC shall use ordinary care and due diligence in the performance of the Subscription Services and shall provide the Subscription Services in a timely, professional and accurate manner. TASC will perform the Subscription Services in accordance with the Specifications, Purchaser Detail, Manuals, and Terms of Use.

Responsibility of the Purchaser

The Purchaser shall have the sole and final discretionary authority in respect to all legal and administrative functions of any plan sponsored by the Purchaser relating to Subscription Services.

A Purchaser who elects Subscription Services subject to HIPAA Privacy and Security also accepts the TASC HIPAA Privacy offering and acknowledges receipt of the HIPAA Business Associate Agreement signed by TASC.

The Purchaser shall present to TASC, in an accurate, complete and timely manner, all relevant information as determined to be necessary by TASC to enable TASC to execute the Subscription Services in a standard TASC format or an alternative format agreed upon in writing by the Parties. TASC shall rely on the accuracy and timeliness of information provided by the Purchaser or the Purchaser's agent. TASC has no responsibility to review or verify data provided. TASC is not responsible for detecting illegal acts by, and/or misrepresentations of, the Purchaser's Employees or representatives. TASC shall have no liability, such as by way of example but not limited to any excise tax, for failure to provide, or for defects in providing, a service for which the Purchaser has not provided accurate, complete and timely data to TASC in an agreed upon format. TASC will have no liability for interruptions and/or delays in the provision of Subscription Services caused either in whole or in part by the Purchaser's failure to provide accurate, complete and timely data to TASC in an agreed upon format.

The Purchaser shall do all things necessary and take all actions to comply with state and federal law applicable to the Subscription Services.

The Purchaser shall promptly and thoroughly review the reports made available to the Purchaser by TASC, including but not limited to reports that are made available online, to ensure all information has been received by TASC and TASC has based the Subscription Services on accurate and complete information. These reports provide notice of essential items such as account balances and enrollment changes, where the Purchaser's failure to review the reports and take timely corrective action can lead to ongoing losses. In the event any of the reports made available to the Purchaser contain any inaccurate or incomplete information, the Purchaser shall promptly, and in any event not more than thirty (30) days after TASC made the report available to the Purchaser, take all necessary actions to effectuate changes, such as account corrections and enrollment changes.

It is the Purchaser's responsibility to educate and inform Employees on the Subscription Services being provided, including the delivery of administration materials (where needed) as well as compliance documents (e.g., distribution of an applicable Summary Plan Description). The Purchaser shall ensure that Employees comply with all applicable Participant obligations relating to the Subscription Services.

Subscription Services Subject to Change

Subscription Services are subject to change, including but not limited to changes required by law, changes to software, and systems enhancements. The Purchaser acknowledges that TASC provides Subscription Services to several thousand clients and has a vested interest in consistency.

Account Based Subscription Services

With respect to any Subscription Services involving debit accounts of any type, including but not limited to debit cards, the Purchaser acknowledges and accepts sole responsibility for the payment of all debit account transactions. TASC may be able to assist the Purchaser in the recovery of such debit account transactions reported as fraudulent, provided that Employees comply with the terms outlined in the applicable Cardholder Agreement for the timely reporting of such fraudulent activity.

The Purchaser acknowledges and accepts sole responsibility for fraudulent claims by Employees (and former employees of the Purchaser) regardless of whether by use of the debit card, debit account, submitted online, submitted by a medical provider, or manually submitted.

TASC has the right to recoup any payment or overpayment made to an Employee in error, whether such erroneous payment was caused by fraud, acts of an unrelated third party, errors/omissions by the Employee, or errors/omissions of TASC or the Purchaser.

TASC has the right to require a deposit or payment from the Purchaser or the Employee when the disbursement of funds creates or will create a negative account balance.

Additional Purchaser Protection

Audit Guarantee

TASC provides an Audit Guarantee as described in the Terms of Use. The Audit Guarantee provides defined and limited protections for Purchasers who comply with the terms applicable to the Subscription Services covered by the Audit Guarantee. The Audit Guarantee will not provide protection for any losses or penalties that are due to the Purchaser's self-administration or use of third-party services, such as the use of third-party compliance services. The Audit Guarantee only covers losses or penalties that are due to the use of Subscription Services delivered by TASC.

Compliance and Continuation Subscription Services Protection

TASC provides up to an aggregate of one million dollars, (\$1,000,000), of protection from liability incurred by the Purchaser as a result of TASC's errors or omissions in connection with the provision of Compliance Subscription Services (including FMLA services) and Continuation Subscription Services.

Money Back Guarantee

If the Purchaser is not entirely satisfied with a Subscription Service, the Purchaser can return all Materials within thirty (30) days of the date that the Subscription Service was first provided to obtain a refund of the TASC Fees previously paid by the Purchaser for such Subscription Service, less a \$250 nonrefundable minimum fee.

TASC Provides Security

When Subscription Services require TASC to create, receive, maintain, or transmit Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), TASC will comply with HIPAA, the Health Information

Technology for Economic and Clinical Health Act, Public Law 111-005 often referred to as the "HITECH Act", regulations issued by the U.S. Department of Health and Human Services ("HHS") (the "HIPAA Regulations"), and the terms of the TASC Business Associate Agreement. TASC will provide written assurances of this compliance by providing a HIPAA Business Associate Agreement, serving as the written assurances of TASC compliance required by HIPAA. The TASC Business Associate Agreement will use the latest HHS Model terms, in order to provide one compliant program to the Purchaser.

TASC will maintain the Service Provider Validation from the PCI Security Standards Council for the duration of the Term, and will provide the Validation and Attestation Certificate to the Purchaser, without audit detail, upon request.

TASC will meet federal and the applicable state standards for the confidential treatment of the Purchaser's Confidential Information as defined below.

PART III: INDEMNIFICATION, LIMITATIONS OF LIABILITY

Indemnification

Subject to the 30-day limitation and other limitations set forth below, TASC shall indemnify the Purchaser, its directors and officers, and hold them harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs, taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, incurred as a direct result of TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

The Purchaser shall indemnify and hold TASC, its directors and officers, harmless from and against any and all actions, claims, lawsuits, settlements, judgments, costs (including, but not limited to, costs of insurance premiums paid with respect to any Subscription Service), taxes or similar assessments, penalties and expenses, including reasonable attorney's fees, or any other obligations (collectively, "Losses") resulting from, arising out of or in any way connected with, the Subscription Services, including any prior administration of the Subscription Services or a similar arrangement, or claims or demands by Employees and/or beneficiaries, unless the Losses are directly attributable to TASC's gross negligence or willful misconduct in connection with the performance of the Subscription Services.

Each Party's indemnification obligations are conditioned on the following: (i) if process is served, the indemnified Party providing written notice to the other Party within five (5) business days of receiving service of process regarding an indemnifiable event, (ii) if the Party receiving indemnification is required to make any admission or pay any consideration as part of a settlement, no settlement shall be made without such Party's consent, and (iii) the indemnified Party cooperating in the defense and/or settlement of the indemnifiable event. Subject to the limitations set forth in this TASC USA, the Parties' indemnification obligations hereunder shall survive the termination of this TASC USA.

Thirty (30) Day Liability Limitation

TASC SHALL HAVE NO LIABILITY WHATSOEVER TO THE PURCHASER, THIRD PARTY, OR ANY OTHER PERSON OR ENTITY, FOR ANY COSTS, EXCISE OR OTHER TAXES, PENALTIES, INTEREST, DAMAGE OR LOSS (COLLECTIVELY "DAMAGES") THAT OCCUR MORE THAN THIRTY (30) DAYS AFTER TASC HAS PROVIDED OR MADE AVAILABLE A REPORT TO THE PURCHASER, AND WHERE THE DAMAGES ARISE OUT OF OR RELATE TO ANY MISTAKE OR ERROR OF ANY TYPE APPEARING IN THE REPORT, INCLUDING BUT NOT LIMITED TO ANY MISTAKE OR ERROR WITH RESPECT TO ACCOUNT BALANCES, ENROLLMENT CHANGES OR OTHER INFORMATION. TASC IS RELYING ON THE PURCHASER, THE ONLY ENTITY WITH THE KNOWLEDGE OF THE ACTUAL FACTS, TO REVIEW THE REPORTS PROVIDED OR MADE AVAILABLE BY TASC FOR ERRORS AND TO USE THE REPORTS TO AUDIT AND RECONCILE THE SUBSCRIPTION SERVICES.

Defense of Legal Actions

TASC shall notify the Purchaser of any legal action arising with respect to any Subscription Services of which TASC becomes aware. The defense of the Purchaser for any legal actions naming the Purchaser as a party shall be the responsibility of and be undertaken at the expense of the Purchaser. TASC shall cooperate with and assist the Purchaser in said defense, at the Purchaser's expense, to the extent that the Purchaser reasonably may require.

Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS TASC USA, TASC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TASC WILL NOT BE LIABLE IN CONTRACT OR IN TORT FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, EVEN IF TASC HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF SUCH DAMAGES. TASC SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR ANY MISTAKE OF JUDGMENT OR OTHER ACTION TAKEN IN GOOD FAITH IN THE PERFORMANCE OF SUBSCRIPTION SERVICES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS TASC USA, AND FOR ANY REASON, INCLUDING BREACH OF ANY DUTY IMPOSED BY THIS TASC USA, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, OR INDEPENDENT OF THIS TASC USA, AND REGARDLESS OF WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO GROSS NEGLIGENCE) OR OTHERWISE, TASC'S TOTAL, AGGREGATE LIABILITY UNDER THIS TASC USA SHALL IN NO CIRCUMSTANCE (EXCEPT AS SPECIFICALLY PROVIDED ABOVE UNDER THE AUDIT GUARANTEE AND THE COMPLIANCE AND CONTINUATION SUBSCRIPTION SERVICES PROTECTION) EXCEED THE TOTAL AMOUNT OF THE TASC FEES PAID BY THE PURCHASER DURING THE TERM IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

No action, regardless of form, arising out of TASC's provision of any Subscription Services provided under this TASC USA, may be brought by a Party more than one (1) year after the last date on which the Subscription Service which is the subject of the action was provided by TASC under this TASC USA.

Each Party acknowledges that these limitations of liability reflect an informed, voluntary allocation between the Parties of the risks (known and unknown) that may exist in connection with this TASC USA.

PART IV: MISCELLANEOUS TERMS

Confidentiality

"Confidential Information" means any non-public business or technical information, whether or not stored in any medium, relating to the Party's business, which is disclosed to the other Party in connection with the Subscription Services and which is identified as Confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential. Confidential Information includes original information, as well as all copies. Confidential Information does not include information that has been made public or was already made accessible to the public, or obtained through other available public sources.

Each Party agrees to treat the Confidential Information as confidential to and as the property of the disclosing Party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure or unauthorized use of the Confidential Information. Parties will not disclose Confidential Information, except to directors, officers, employees and contractors who have a need to know for the purpose of executing Subscription Services and who have been advised of the obligation of confidentiality and are obligated to keep it confidential.

THIS TASC USA AND ALL DOCUMENTS INCORPORATED HEREIN ARE CONFIDENTIAL AND SUBJECT TO THE TERMS ABOVE.

Data Usage

In connection with this TASC USA, TASC may collect Purchaser and Participant information, data, content or other materials whether in electronic or paper format (collectively, "Data"). Data may be generated and collected through various activities, including but not limited to, Purchaser's or Participant's use of services, TASC's sales activities and/or delivery of services, system operation and performance, maintenance and support services, Purchaser or Participant service inquiries, data gathering software, and telephone or internet transactions. TASC may share, convey, sell, transmit or otherwise distribute the Data to third parties for any purpose, whether or not related to the activities under this TASC USA. TASC shall own all right, title and interest in and to the Data and may use the Data for any lawful purpose. TASC will comply with the provisions of this TASC USA regarding the protection of Confidential Information and will comply with applicable law regarding the protection of Protected Health Information and personally identifiable information non-public information.

Execution and Delivery

This TASC USA may be executed and delivered (including by facsimile or Portable Document Format (PDF) transmission) in one or more counterparts, all of which will be considered one and the same agreement. Any facsimile, PDF documents with signatures, or electronic acceptance, shall have the same force and effect as manually signed originals and shall be binding on the Purchaser and TASC.

Governing Law

This Agreement shall be entered into, construed, governed by, and enforced in accordance with the laws of the State of Wisconsin.

Entire Agreement and Amendment

This TASC USA, including the Specifications, Purchaser Details, Manuals, and Terms of Use, represents the entire agreement of the Parties and supersedes any prior written or oral agreements pertaining to the Subscription Services. This TASC USA may be altered or amended by TASC from time to time upon sixty (60) days written notice to the Purchaser to reflect changes required by law or made for reasonable business purposes.

Notices

Any notice, demand or other communication required or permitted to be given to either Party to this TASC USA shall be in writing and shall be either personally delivered by hand, delivered by prepaid courier, mailed first class with signature required, or sent by electronic means such as facsimile, telex or electronic mail. Any notice personally delivered, delivered by courier or mail service shall be deemed received upon delivery. Any notice sent by electronic means shall be deemed received upon the date the sending terminal confirms that the notice was received.

Assignment

This TASC USA shall not be assigned by the Purchaser without prior written consent of TASC. This TASC USA shall be binding on any successors and permitted assigns under this TASC USA.

Waiver

The failure of either Party at any time to require performance or observance of any term or condition of this TASC USA shall not affect the full right of such Party to require such performance or observance at any subsequent time. Further, no single or partial waiver of any right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Severability

If any term or condition of this TASC USA is held to be invalid or unenforceable by a court of competent jurisdiction by reason of any statute, rule of law or public policy, all other terms and conditions of this TASC USA shall remain in full force and effect as if this TASC USA had been executed with the invalid or unenforceable portion eliminated.

Survival of Terms

Upon the termination of this TASC USA, for any reason, the following terms will remain in full force and effect:

- Scope of Relationship,
- Materials, Use and Limited License,
- TASC USA Provides Security,
- Indemnification,
- Thirty (30) Day Liability Limitation,
- Defense of Legal Actions,
- Limitations of Warranties and Liabilities, Disclaimer of Consequential Damages,
- Confidentiality,
- Data Usage,
- Governing Law, and
- Severability.

No Third-Party Beneficiaries

No employee or agent, or any other person or entity is a third-party beneficiary under the terms of this TASC USA.

BUSINESS ASSOCIATE AGREEMENT
(Retain for your records)

This Business Associate Agreement, is entered into as of _____ by and between Total Administrative Services Corporation ("TASC"), a Wisconsin Corporation, (the "Business Associate") and the Health Plan (the "Plan" or "Covered Entity") as identified below:

Entity Name:	City of Pontiac	Business Federal ID#:	
Mailing Address: (no PO Box)	47450 Woodward Ave	City:	Pontiac
Address Line 2:		State:	MI Zip: 48342

RECITALS:

WHEREAS, the Covered Entity has entered into an agreement (the "Agreement") with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Plan;

WHEREAS, to provide such services to the Plan, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Genetic Information Nondiscrimination Act of 2008 ("GINA"), and the final regulations to such Acts promulgated in January 2013;

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Business Associate Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the Privacy Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Subcontractor, and Use. If other terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "businessassociate" at 45 CFR 160.103.
- (b) **Covered Electronic Transactions.** "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.
- (c) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- (d) **Electronic Protected Health Information.** "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.
- (e) **Genetic Information.** "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.
- (f) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (g) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (h) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- (i) **Protected Health Information (PHI).** "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity pursuant to this Agreement.
- (j) **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

- (k) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (l) **Standards for Electronic Transactions Rule.** "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- (m) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- (n) **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subpart C.
- (o) **Subcontractor.** "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.
- (p) **Transaction.** "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103
- (q) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) **Permitted Uses and Disclosures.** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

- (i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred to in the services agreement.
- (ii) **Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:
 - (A) The disclosure is Required by Law; or
 - (B) The Business Associate obtains reasonable assurance from any person or entity to which the BusinessAssociate will disclose the Covered Entity's Protected Health Information that the person or entity will:
 - (1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and
 - (2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.
 - (C) To de-identify the information in accordance with 45 CFR 164.514(a) – (c) as necessary to perform those services required under the Agreement.
- (iii) **Minimum Necessary.** The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) **Prohibition on Unauthorized Use or Disclosure.** The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate Subpart E of 45 CFR Part 164 if done by the Covered Entity.

(c) **Information Safeguards.**

- (i) **Privacy of the Covered Entity's Protected Health Information.** The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

Security of the Covered Entity's Electronic Protected Health Information. The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf

- (ii) as required by the Security Rule. The Business Associate will comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- (iii) **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.
- (iv) **Policies and Procedures.** The Business Associate shall maintain written policies and procedures, conduct a risk analysis, and train and discipline its workforce.
- (d) **Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, the Business Associate will ensure that any of its Subcontractors and agents that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (e) **Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.
- (f) **Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.
- (g) **Penalties For Noncompliance.** The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule under the HIPAA Rules, as amended by the HITECH Act.

III. Compliance with Electronic Transactions Rule

If the Business Associate conducts in whole or part Electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any Subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. The Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

- (a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information;
- (b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and
- (c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

- (a) **Access.** The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held electronically in a designated record set in the Business Associate's custody or control, The Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, the Business Associate will work with the Covered Entity to determine an alternative form and format as specified by the Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

(b) Amendment. The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) Disclosure Accounting. The Business Associate will maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528.

(i) Disclosures Subject to Accounting. The Business Associate will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the Covered Entity or to a third party.

(ii) Disclosures Not Subject to Accounting. The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) Disclosure Information. With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity's Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last of the repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within twenty-five (25) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(d) Restriction Agreements and Confidential Communications. The Covered Entity shall notify the Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information. The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), the Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

VII. Breaches and Security Incidents

(a) Reporting.

(i) Impermissible Use or Disclosure. The Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than twenty-five (25) calendar days after Business Associate becomes aware of such non-permitted use or disclosure.

(ii) **Privacy or Security Breach.** The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR 164.40, and any Security Incident of which it becomes aware. The Business Associate will make the report to the Covered Entity's Privacy Official not more than twenty-five (25) calendar days after the Business Associate becomes aware of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

- (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;
- (B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
- (C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;
- (D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and
- (F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as the Covered Entity may reasonably request.

(iii) **Security Incidents.** The Business Associate will report to The Covered Entity any Security Incident of which the Business Associate becomes aware. The Business Associate will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

(b) **Mitigation.** The Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

VIII. Term and Termination

(a) **Term.** The term of this Agreement shall be effective as of the date specified below, and shall terminate when all Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) **Right to Terminate for Cause.** The Covered Entity may terminate this Agreement if it determines, in its sole discretion that the Business Associate has breached a material term of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(c) **Treatment of Protected Health Information on Termination.**

(i) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.** Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the Covered Entity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such Subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to Subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) **Continuing Privacy and Security Obligation.** The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

- (a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.
- (b) **Inspection of Internal Practices, Books, and Records.** The Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS to determine compliance with the HIPAA Rules.
- (c) **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.
- (d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Regulatory References.** A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (f) **Survival.** The respective rights and obligations of the Business Associate Agreement shall survive the termination of this Agreement.
- (g) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- (h) **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this Business Associate Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.
- (i) **Entire Agreement; Modification.** This Business Associate Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Business Associate Agreement may be modified, except in writing, signed by the parties.
- (j) **Indemnification.** Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party to the Agreement and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of any way connected with the Party's performance.
- (k) **Assistance in Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees or agents assisting the Business Associate in the performance of its obligations under this Agreement, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where the Business Associate or its subcontractors, employees, or agents are named as an adverse party.
- (l) **Binding Effect.** This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns. For purposes of this agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this agreement and shall be given the same force and effect.
- (m) **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the law of Wisconsin except to the extent preempted by federal law.
- (n) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- (o) **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



**TASC COBRA Administration
Late submission or back-dating Addendum**

This Addendum to the TASC Universal Subscription Agreement ("TASC USA"):

- (1) is dated this _____ day of _____, 20____ ("Effective Date"), and
- (2) is made by and between Total Administrative Services Corporation ("TASC") and _____ City of Pontiac _____, identified as the "Purchaser" in the TASC USA.

RECITALS

WHEREAS, TASC and Purchaser have agreed to enter into the TASC USA; and

WHEREAS, TASC and Purchaser wish to modify certain terms and conditions in the TASC USA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the exchange of the mutual promises made below, the parties hereto hereby agree as follows:

The Purchaser requests that TASC make the effective date of the TASC USA retroactive to _____. This date precedes the date the Purchaser Details and TASC USA are being executed. This retroactive effective date assigns TASC to provide services to bring the Purchaser's administration into compliance for this prior period. TASC agrees to back date the TASC USA's effective date and to assist the Purchaser with COBRA services for this prior period. Fees for this prior period will be billed and collected under the terms of the TASC USA.

The Purchaser is responsible for the following:

- All excise taxes due for any late COBRA Election Notices sent by TASC during this prior period.
- Any coverage issues and all liability for unpaid claims that result from activity in this prior period.

Further, TASC will neither indemnify nor hold harmless the Purchaser for activity that was required during the prior period, whether TASC did or did not assist the Purchaser with the activity.

GENERAL CONDITIONS

Defined Terms. Any capitalized terms not specifically defined herein are defined as in the TASC USA.

Counterparts. This Addendum may be executed and delivered in one or more counterparts. Whether delivered via facsimile or Portable Document Format (pdf), all counterparts:

- will be considered one and the same agreement, and
- will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually signed originals and shall be binding on the parties hereto.

Conflicts. If any conflict arises between the terms and conditions of this Addendum and the TASC USA, the terms of this Addendum shall control. Subject to the foregoing, all other terms and conditions of the TASC USA which are not specifically modified herein shall remain in full force and effect.

PLAN SPONSOR: City of Pontiac
Signature:
Printed Name:
Title:

#13

RESOLUTION



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: HONORABLE CITY COUNCIL
FROM: COREY CHRISTENSEN, SENIOR PLANNER
CC: MAYOR TIM GREIMEL
DEPUTY MAYOR KHALFANI STEPHENS
DATE: MARCH 5, 2024
RE: 2023 ANNUAL PLANNING COMMISSION REPORT

Overview

The Michigan Planning Enabling Act (MCL 125.3801 et seq) requires a planning commission to provide a report of their yearly activities and submit it to the local legislative body. Specifically, MCL 125.3819 states, “[a] planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”

Annual reports often form the basis of budget requests, but for purposes herein, this annual report serves as a communication tool to relay information to other boards, commissions, staff members, and City Council with the goal of improving increasing the understanding of the Planning Commission’s role and responsibilities. The Planning Commission has reviewed and approved the 2023 Year-End Report at its January 10, 2024 meeting. The motion to forward the Report to City Council passed unanimously.

Background

Staff prepared the annual report using data gathered from minutes, staff reports, and other city records. The report addresses the Commission’s membership, bylaws, the meetings conducted in 2023, the status of the Master Plan and Zoning Ordinance, trainings conducted in 2023 and the current zoning map. The bulk of the Report focuses on the many cases heard in 2023. The Commission reviewed ten (10) rezoning requests, seven (7) text amendments, and twenty-three (23) development applications (both special exceptions and site plans).

Based on the information provided, the Planning Commission requests that City Council review this document and adopt the resolution approving the 2023 Year-End Report.



CITY OF PONTIAC

RESOLUTION TO APPROVE THE PONTIAC PLANNING COMMISSION'S 2023 YEAR-END REPORT

The Pontiac Planning Commission, as appointed pursuant to Article 5, Division 2 of the Pontiac Municipal Code, hereby submits its 2023 Year-End Report for City Council approval.

WHEREAS, the Planning Commission has reviewed and compiled its 2023 accomplishments consistent with MCL 125.3819 of the Michigan Planning Act and request approval from the legislative body for the City; and

WHEREAS, the Report highlights the Planning Commission's determination on ten (10) rezoning requests, seven (7) zoning text amendments, and twenty-three (23) development reviews which were all presented to the Pontiac City Council.

WHEREAS, the Planning Commission recommends that City Council affirm its request for approval on the 2023 annual report.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council ratifies that it received the Planning Commission's 2023 Year-End Report.

BE IT FURTHER RESOLVED that the Pontiac City Council approves and adopts the Planning Commission's 2023 Year-End Report in accordance with MCL 125.3819 of the Michigan Planning Enabling Act.

FOR THE CITY COUNCIL:

City Council

City Clerk

APPROVED AS TO FORM:

City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING COMMISSION
ANNUAL REPORT

2023

1. Introduction

The City of Pontiac Planning Commission is pleased to provide the following Annual Report of the cases heard throughout 2023. The Planning Commission is an appointed body that advises on an array of issues including but not limited to rezoning, ordinance and text amendments, developmental reviews, and other planning matters in accordance with Michigan Planning Enabling Act, Michigan Zoning Enabling Act and Article 5, Division 2 of the Pontiac Municipal Code and Planning commission’s Bylaws.

2. Purpose

The City of Pontiac Planning Commission is providing this report in fulfillment of Article II Section 19 of the Michigan Planning Enabling Act (Act 33 of 2008). The Michigan Planning Enabling Act states: *“A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”* This report was prepared to relay information to other boards, commissions, staff, and the governing body in hopes of better illustrating the work done by the Planning Commission. This report should be used as a tool to prepare for the upcoming year in terms of priorities, possible issues, and budgeting.

3. Membership

Planning Commission Member	Role	Term Expiration
Mona Parlove	Chair	02/2025
Chris Northcross	Vice-Chair	02/2025
Sue Sinclair	Member	05/2026
Vernita Duvall	Member	02/2025
Mike McGuinness [Ex-Officio]	Member	02/2025
Tim Shepard	Member	02/2025
Samuel Henley	Member	01/2026

As per the Planning Commission’s bylaws, “The city planning commission shall consist of six (6) resident persons plus one (1) ex officio member for a total of seven (7) members,” and “the term of each appointed member shall be three (3) years”. Pursuant to MCL 125.3815(2), members whose terms have expired shall hold over and continue to serve as Commission members until a successor has been appointed.

4. Meetings

The Planning Commission met fifteen times in 2023. There were two (2) special meetings held. The first was held on January 25th, the second on May 10th. The Planning Commission meets the first Wednesday of every month at 6pm. The MPEA

requires the Planning Commission to meet at least four times a year. The City of Pontiac Planning Commission is in compliance with the MPEA.

5. Master Plan Review & Zoning Ordinance

The current Master Plan was adopted by City Council on November 25, 2014. The Planning Commission worked to implement the Master Plan this year by basing their decisions on the goals and objectives outlined in the Master Plan. This was especially apparent during the Planning Commission’s review of the ten rezoning requests that went before the Commission in 2023. Each decision was based on the future land use plan articulated in the Master Plan. The Planning Commission and Planning Staff are preparing to initiate the Master Plan Update process in 2024.

The current Zoning Ordinance became effective on February 2, 2012. The Planning Commission effectuates the zoning ordinance by reviewing site plans and land use requests against the regulations found within it. The Planning Commission also acts as a recommending body for ordinance changes relevant to land use. In 2023, the Planning Commission recommended seven (7) text amendments ranging in topic from adult use marihuana to mobile food trucks, temporary uses and special events.

6. Zoning Ordinance Amendments

Rezoning

Location	Existing Zoning	Proposed Zoning	Recommendation	Meeting Date	Council Action
204 W New York Ave	R-1	R-3	Approve	3/1/23	Denied
Woodward Gateway Overlay	N/A	Overlay	Approve	3/1/23	Approved
484 Auburn Ave	C-1	C-3	Approve	4/15/23	Conditionally Approved
144 E Pike	CC	C-1	Approve	7/5/23	Withdrawn
31 N Astor	R-1	R-3	Approve	6/7/23	Conditionally Approved
1461 Baldwin Ave	C-1	C-3	Approve	6/7/23	Approved
121 Orchard Lake Rd	C-1	M-1	Approve	8/2/23	Approved
729 Linda Vista Dr	R-1	C-3	Approve	9/6/23	Conditionally Approved
454 Auburn Ave	C-1, C-3, and R-1	R-4	Approve	9/6/23	Conditionally Approved
148 E Howard St	R-2	C-1 and P-1	Approve	11/1/23	Pending

Text Amendments

Description	Recommendation	Meeting Date	Council Action
Adult Use Marihuana Ordinance	Approval	Various	Original: Approved
Code Enforcement and Group Homes	Approval	5/3/23	Approved
Stormwater	Approval	5/10/23	Approved
Residential Infill Overlay District	Pending	Various	Denied
Mobile Food Trucks, Temporary uses, and Special Events	Approve	10/11/23	Pending
Lot Width Reduction	Approve	11/1/23	Pending
Public Hearing Notice Requirements	Approve	11/1/23	Pending

7. Development Reviews

Project Type	Location	Status	Meeting Date
Special Exception	50606 Woodward Avenue	Approved	2/1/23
Special Exception	122 N Johnson Avenue	Denied	2/1/23
Site Plan Review	951 Vanguard	Approved	2/1/23
Special Exception	370 Orchard Lake Rd	Approved	3/1/23
Site Plan Review	370 Orchard Lake Rd	Approved	3/1/23
Site Plan Review	123 Wessen	Approved	4/5/23
Special Exception	44821 Woodward Ave	Approved	5/3/23
Site Plan Review	1025 Cesar E Chavez Ave	Approved	5/3/23
Site Plan Review	772 Cesar E. Chavez Ave	Approved	5/3/23
Special Exception	45671 Woodward Ave	Approved	5/3/23
Site Plan Review	829 Golf Drive	Approved	5/10/23
Special Exception	45258 Woodward Ave	Approved	6/7/23
Site Plan Review	45258 Woodward Ave	Approved	6/7/23
Site Plan Review	1200 N Telegraph Rd	Approved	6/7/23

Site Plan Review	1461 Baldwin Ave	Approved	6/7/23
Special Exception	101 E Walton Blvd	Approved	8/2/23
Site Plan Review	101 E Walton Blvd	Approved	8/2/23
Special Exception	1104 Baldwin Ave	Approved	9/6/23
Site Plan Review	1104 Baldwin Ave	Approved	9/6/23
Special Exception	900 Joslyn Rd	Approved	9/6/23
Site Plan Review	900 Joslyn Rd	Approved	9/6/23
Special Exception	520 E Columbia	Approved	10/11/23
Site Plan Review	520 E Columbia	Approved	10/11/23

8. Trainings

<i>Topic/description</i>	<i>Date</i>
Presentation from the Carlisle Firm and Kelly Firm	5/10/23

10. 2024 Planning Commission Meeting Schedule

Meeting Date:	Public Notice Posting Date:	Application Deadline:
January 10, 2024*	December 19, 2023	December 11, 2023
February 7, 2024	January 16, 2024	January 8, 2024
March 6, 2024	February 13, 2024	February 5, 2024
April 3, 2024	March 12, 2024	March 4, 2024
May 1, 2024	April 9, 2024	April 1, 2024
June 5, 2024	May 14, 2024	May 6, 2024
July 10, 2024*	June 18, 2024	June 10, 2024
August 7, 2024	July 16, 2024	July 8, 2024
September 4, 2024	August 13, 2024	August 5, 2024
October 2, 2024	September 10, 2024	August 30, 2024
November 6, 2024	October 15, 2024	October 7, 2024
December 4, 2024	November 12, 2024	November 4, 2024