

**PONTIAC CITY COUNCIL  
AGENDA REVIEW MEETING  
May 12, 2016  
6:00 p.m.  
130th Session of the 9<sup>th</sup> Council**

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

Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approval of the agenda

Approval of Minutes

1. May 5, 2016

Department Head Report

Special Presentation

Subcommittee Oral Report

Community Announcements

Recognition of Elected Officials

Public Comment

Agenda Address

**AGENDA ITEMS**

Consent Agenda

2. Resolution for the Lions White Cane Week.

Agreements/Contracts

3. Report received from the Deputy Mayor regarding the Memorandum of Understanding agreement between the City of Pontiac and the Pontiac Housing Commission.

Agenda Item-On

4. Report received from the Purchasing Agent regarding Lawn Services.

Mayor or Deputy Mayor Report

Clerk and Council Closing Comments

Adjournment

May 5, 2016

**Official Proceedings  
Pontiac City Council  
129<sup>th</sup> Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, May 5, 2016 at 6:00 p.m. by President Patrice Waterman.

Moment of Silence

Pledge of Allegiance

Roll Call

Members Present: Holland, Pietila, Taylor-Burks, Waterman and Williams.

Members Absent: Carter and Woodward.

Mayor Waterman was present.

Deputy Mayor Jane Bais-Disessa was present.

Clerk announced a quorum.

16-113        **Excuse Councilman Randy Carter and Don Woodward for personal reasons.**  
Moved by Councilperson Pietila and supported by Councilperson Williams.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Motion Carried.**

16-114        **Approval of the Agenda and deleting item # 5 (MOU agreement between the City of Pontiac and Pontiac Housing Commission) for one week.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Motion Carried.**

16-115        **Journal of April 26, 2016 closed session minutes.** Move by Councilperson Taylor-Burks and supported by Councilperson Williams.

Ayes: Holland, Taylor-Burks, Waterman and Williams

No: None

Abstain: Pietila

**Motion Carried.**

16-116        **Journal of April 28, 2016.** Moved by Councilperson Williams and supported by Councilperson Pietila.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams

May 5, 2016

No: None

**Motion Carried.**

16-117      **Resolution to go into Closed Session.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, the City's attorney has presented The City a letter concerning the status of the case of Super Happy Dollar vs. The City of Pontiac; and

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the case of Super Happy Dollar vs. The City of Pontiac.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed.**

Department Head Report – Deputy Mayor Jane Bias-DiSessa

Special Presentation – MSU-Development Plan for Pontiac North Spur Trail

Subcommittee Oral Report – Finance-Kermit Williams

16-118      **Report received from the Purchasing Agent regarding Lawn Mowing Services.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, the City of Pontiac is in need of a contractor to perform lawn maintenance on various city-owned properties; and,

Whereas, the City solicited bids for this project; and,

Whereas, the Director of Public Works has recommended an extension of the contract be granted; and,

Whereas, the contract will be granted for a one (1) year extension, following the bid prices for 2016;

Now, Therefore, Be It Resolved, that the Pontiac City Council grants the one (1) year contract extension for lawn care services to United Lawnscape as presented.

Ayes: Pietila, Taylor-Burks and Waterman

No: Holland and Williams

**Resolution Failed.**

May 5, 2016

16-119            **Report received from the Purchasing Agent regarding Streetlight and Traffic Signal Services.** Moved by Councilperson Williams and supported by Councilperson Taylor-Burks.

Whereas, the City of Pontiac is in need of a contractor to perform streetlight and traffic signal services; and,

Whereas, the City solicited bids for this project and created a contract that has now expired; and,

Whereas, the Director of Public Works has recommended an extension of the contract be granted; and,

Whereas, the contract will be granted for a one (1) month extension, following the previously contracted prices;

Now, Therefore, Be It Resolved, that the Pontiac City Council grants the one (1) month contract extension for streetlight and traffic signal services to J. Ranck Electric as presented.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed.**

There were 10 individuals who addressed the body during public comments.

Mayor Waterman Reported.

Councilwoman Doris Taylor-Burks, Councilman Mark Holland, Councilman Kermit Williams, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments. City Clerk Sherikia Hawkins had no closing comments.

**President Patrice Waterman adjourned the meeting at 8:55 p.m.**

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SHERIKIA L. HAWKINS  
CITY CLERK

# CONSENT AGENDA

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RESOLUTION OF THE CITY OF PONTIAC

**WHEREAS,** the Lions Club of Michigan is an organization dedicated to enhancing the quality of life for all people, especially Michiganders who are blind or visually impaired, providing opportunities for these individuals to achieve greater independence; and,

**WHEREAS,** the White Cane has become an international symbol, identifying individuals who are blind or visually impaired and alerting Michigan drivers to observe caution for the safety of drivers and pedestrians alike; and,

**WHEREAS,** for the past three decades, White Cane Week efforts have supported projects and organizations that benefit people who are blind or visually impaired and help provide examinations, eyeglasses and white canes to those in need; and,

**WHEREAS,** the Lions Club of Pontiac is dedicated to sight conservation activities by aiding the visually impaired of all ages through eye examinations and eyeglasses for the needy; and

**WHEREAS,** the Lions Club of Pontiac supports the BEAR LAKE CAMP FOR BLIND CHILDREN, Leader Dogs for the Blind, Michigan Eye Bank and other worthy community service projects; and

**WHEREAS,** the Lions Club of Pontiac gives freely of their time and effort to support sight conservation projects.

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and the Pontiac City Council proclaim the period of May 13, 2016 through May 20, 2016 as Lions Club White Cane Week and urge all citizens to recognize the dedicated volunteers for their continued tradition of community service.

\_\_\_\_\_  
**Dr. Deirdre Waterman, Mayor**

\_\_\_\_\_  
**Patrice Waterman, President**

\_\_\_\_\_  
**Mary Pietila, President Pro-Tem**

\_\_\_\_\_  
**Don Woodward, Councilman**

\_\_\_\_\_  
**Randolph Carter, Councilman**

\_\_\_\_\_  
**Mark Holland, Sr., Councilman**

\_\_\_\_\_  
**Doris Taylor-Burks, Councilwoman**

\_\_\_\_\_  
**Kermit Williams, Councilman**

# AGREEMENTS/CONTRACTS

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# Memo

**To:** Pontiac City Council  
**From:** Jane Bais DiSessa, Deputy Mayor  
**cc:** Mayor Deidre Waterman  
**Date:** May 3, 2016  
**Re:** Memorandum of Understanding (MOU) – City of Pontiac  
and the Pontiac Housing Commission

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For the past few months, the City Attorney and I have been working with Ahmad Taylor, Executive Director for the Pontiac Housing Commission (PHC) to develop a Memorandum of Understanding (MOU) between the City and the PHC. A copy of the MOU and letter of recommendation from City Attorney, John Clark are attached for your review.

The primary purpose of the MOU is to identify procedures for the completion of environmental reviews with respect to the PHC projects and/or activities in accordance with the conditions set forth in the attached MOU and Federal regulations. The attached MOU agreement has been reviewed and approved by the City Attorney and the PHC.

In order to comply with federal laws, the following resolution is recommended for your consideration:

**WHEREAS**, the Pontiac Housing Commission maintains public housing under Section 9 of the United States Housing Act of 1937;

**WHEREAS**, the Pontiac Housing Commission may secure assistance from the City for completing environmental reviews of any property where federal funds may be expended;

**WHEREAS**, under the federal law, the City of Pontiac is the authorized entity to assume environmental review obligations and to prepare environmental reviews; and

**WHEREAS**, the proposed Memorandum of Understanding has been reviewed and approved by both the City Attorney and the Deputy Mayor;

**NOW, THEREFORE, BE IT RESOLVED** the Pontiac City Council approves the Memorandum of Understanding between the City of Pontiac and the Pontiac Housing Commission and authorizes the Mayor to execute the agreement.

JBD

ATTACHMENT



Detroit ▼ Troy

DIRECT DIAL: 248.457.7023  
CELL: 248.310.1968  
EMAIL: [JCLARK@GMHLAW.COM](mailto:JCLARK@GMHLAW.COM)

John A. Anderson  
Andrew T. Baran  
Thomas W. H. Barlow  
Bruce E. Bigler  
Peter J. Bill  
David A. Binkley  
Michael L. Bosnic  
Basil M. Briggs  
Robert A. Bryant  
Thomas P. Cavanaugh  
Kenneth B. Chaple  
John C. Clark  
George A. Contis

Kellie S. DeVito  
Kara S. Ferrara  
Gregory J. Garmalski  
John J. Giarmarco  
Julius H. Giarmarco  
Keela P. Gracey  
Gilbert Gugni  
Bruce W. Haffey  
William H. Heritage, III  
Stephen J. Hitchcock  
William L. Hooth  
William H. Horton  
Marvin A. Jennings, Jr

Daniel J. Kelly  
Salvatore J. LaMendola  
Alexander Lebedinski  
Victoria S. Lehman  
Adam Levitsky  
Wallace G. Long  
Katharine G. McCarthy  
John P. McNew  
George D. Mercer  
J. Travis Miheleick  
John L. Miller  
Timothy J. Mullins  
Mark S. Papazian

Ryan L. Perry  
Dennis M. Rauss  
Christopher J. Ryan  
Jodi Debbrecht Switalski  
Paul A. Thursam  
Jared M. Trust  
Geoffrey S. Wagner  
Sean M. Walsh  
Donald K. Warwick  
Matthew S. Weaver  
Richard A. Wojewoda  
Marsha M. Woods  
LeRoy H. Wulfmeier, III

Of Counsel  
David G. Goroyca  
Barry L. King  
Albert Taylor Nelson, Jr.  
James Y. Rayis  
Peter J. Sarkesian  
Lawrence F. Schiller

May 3, 2016

Mayor Deidre Waterman  
City of Pontiac  
47450 Woodward  
Pontiac, MI 48342

**ATTORNEY-CLIENT COMMUNICATION**  
**SUBJECT TO PRIVILEGE AND**  
**NOT SUBJECT TO DISCLOSURE**

RE: Pontiac Housing Commission Memorandum of Understanding

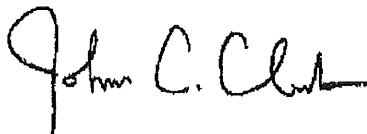
Dear Mayor Waterman:

We were asked to provide an introduction letter to Council regarding the Pontiac Housing Commission ("PHC") Memorandum of Understanding that the City is asking the Council to approve. The PHC maintains public housing utilizing federal funds. As the recipient of the federal funds, PHC may secure assistance from the City for completing environmental reviews of any property where federal funds are being expended. Under federal law, the City is the authorized entity to assume environmental review obligations and to prepare environmental review findings. *See, 24 CFR 58.1 et. seq.* Under the Memorandum of Understanding, the PHC will be required to reimburse the City for any funds expended for publishing notices, postage, fees and expenses of consultants or experts, and any other actual costs incurred with the reviews. The term of the Memorandum of Understanding is one year.

Thus, it is our recommendation that the Council adopt a resolution approving the Memorandum of Understanding between the PHC and the City. There is no required public hearing and Council can follow its normal protocol for placing items on its agenda for consideration.

Please advise if you have any questions in response to this opinion.

Very truly yours,  
GIARMARCO, MULLINS & HORTON, P.C.



John C. Clark

JCC/jmf

Cc: Jane Bais-DiSessa, Deputy Mayor  
John C. Clark, Esq.

**Memorandum of Understanding**  
**Between the City of Pontiac and PHC Housing Commission**  
**For the completion of environmental reviews**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on April 8<sup>th</sup>, 2016 by and between the PHC Housing Commission, an incorporated public housing authority (hereinafter referred to as the PHA) and the City of Pontiac, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as RE).

WHEREAS, the PHA maintains public housing under Section 9 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to environmental reviews pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, the PHC may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the RE authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, the RE certifies it is authorized to: (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to the PHC; (2) accept jurisdiction of the Federal courts for enforcement of these environmental responsibilities ; and (3) execute the certification portion of HUD's Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS, The PHC requested the RE to complete the environmental review record with respect to the PHC's projects or activities pursuant to the conditions and provisions set forth in this MOU and the RE accepts responsibility to act as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the PHC and RE hereby agree as follows:

**Article 1. Incorporated of recitals:** The recitals sets forth above are incorporated by references as if fully set forth herein and made a part hereof.

**Article 2. Duties and Responsibility of RE:**

1. RE will perform and/or manage all environmental reviews and prepare all necessary documentation in support of the environmental review record for all activities pursuant to the PHC's projects and any accompanying documents necessary to be submitted to HUD, in full compliance with:
  - a) HUD's Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58);

- b) Section 102 of NEPA
  - c) Related provisions of Council on Environmental Quality regulations contained in 40 CFR Parts 1500 through 1508; and
  - d) All other applicable Federal and State regulations.
2. Where appropriate and necessary in the environmental review process, RE will issue findings of no significant impact (FONSI) or findings of significant impact, determine whether to hold public hearings, prepare environmental impacts statements and records of decision, issue notices of FONSI and notices of Intent to request release of funds, and prepare request for release of funds
  3. RE may retain consultants and experts for special reviews or investigations and obtain other outside services deemed necessary by the RE to its functions hereunder. Prior to retaining any such experts, consultants or outside services, RE shall discuss the need for and scope of such work or services with the PHC. The PHC shall pay the cost of any such services, including additional consultants and experts as referenced above, related to any of the obligations of RE set forth in this MOU.
  4. RE has the right to pre-approve any consultants retained and/or utilized by PHC to perform any review or analysis required under this MOU.

#### **Article 3: Duties and Responsibilities of PHC**

1. PHA procures at the PHC's expense and provides RE with all available project and environmental information need by RE in connection with activities pursuant to this MOU, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law regulations. PHA represents and warrants that all experts and consultants retained to perform services under this MOU have sufficient training, experience, and expertise to perform the assigned task.
2. PHC provides RE with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately finance or non-federally assisted PHC financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this MOU and that are within the PHC's possession or control.
3. PHC serves as liaison with local community groups and residents regarding all aspects of RE services under this MOU, including, but not limited to, scheduling meetings and participating in public meetings. PHC provides the RE with prior written notice of all meetings related to MOU services in order to allow the RE the opportunity to participate in such meetings.
4. PHC reimburse RE for expenses incurred for performing services under this MOU, including, but not limited to:
  - a. Cost of publishing notices

- b. Postage and express package delivery charges
  - c. Fees and expenses of consultant and outside services retained related to PHC's Capital Fund Projects
  - d. Actual cost incurred associated with any surveys or investigations
5. PHC monitors environmental mitigation or procures such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.
  6. PHC provides the Five Year and Annual Plans to the RE in order to facilitate integration between RE planning and PHC activities and projects that require environmental reviews, including development, modernization or other capital activities.
  7. PHA communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance.
  8. PHA agrees to defend, indemnify, and hold RE harmless in the event that any study or other obligation as performed by PHA or RE on behalf of RE is faulty, defective or incomplete.

#### **Article 4. Agreement Terms**

1. This MOU is effective for a period of one (1) year or until terminated by the PHA pursuant to the provisions of this MOU.
2. PHA may terminate this MOU at any time by giving thirty (30) days' written notice to RE.
3. RE may terminate this MOU for cause upon seven (7) days' notice to PHA, including a statement of the reasons therefore, and after an opportunity for a hearing is afforded. As used herein, cause shall include any failure of PHA to promptly reimburse RE for costs, any other non-performance by PHA under this MOU or any material failure by PHA to comply with any term of this MOU.

#### **Article 5. Conditions**

1. NO official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this MOU, because of such party's execution or attempted execution of this MOU, or because of any breach thereof.
2. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein.
3. No changes or modifications of this MOU are binding unless made in writing and executed by the duly authorized officers of both the PHA and RE.

4. PHA and RE shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.
5. Whenever under this MOU either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the MOU regardless of the number of times either party may have waived the performance, requirement or condition.

**Article 6. Authority and Notice**

1. Each person signing this MOU represents and warrants that such person has the requisite power and authority to enter into, execute, and deliver this MOU and that this MOU is a valid and legally binding and enforceable obligation in accordance with its terms.
2. All verbal and written communication, including required reports and submissions, shall be transmitted between RE and PHA as noted below.


Any notices sent to City shall be electronically transmitted to: [jbais-disessa@pontiac.mi.us](mailto:jbais-disessa@pontiac.mi.us)

Any notices sent to the Authority shall be electronically transmitted to: [central@pontiachousing.com](mailto:central@pontiachousing.com)

IN WITNESS WHEREOF, the City of Pontiac and Pontiac Housing Commission have executed this Memorandum of Understanding as of the date first written above and under the laws of the State of Michigan.

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City of Pontiac  
By: Deidre Waterman  
Its: Mayor



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Pontiac Housing Commission  
By: Ahmad Taylor  
Its: Executive Director

# Agenda Item-Ad on

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# Memorandum

To: Pontiac City Council  
From: Michelle McKenzie, Purchasing Agent  
Date: May 3, 2016  
Re: Lawn Mowing Services

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RECEIVED  
2016 APR 30 AM 8:58  
PONTIAC CITY CLERK

The City advertised for bids for lawn mowing services in 2015. The bid prices were submitted for three (3) years.

A contract, for the 2015 mowing season, was issued for one year, with options for extending the contract for two additional years, in one year increments, to United Lawnscape. A one (1) year renewal, for the contract for the 2016 mowing season, with the bid prices for 2016, falls within budgeted amounts. The price breakdown is as follows:

RECEIVED  
2016 MAY -4 AM 9:01  
PONTIAC CITY CLERK

<u>Category</u>	<u>2016</u>
City owned facilities	\$ 7,510.00
Parks larger than 5 acres	\$ 52,512.00
Parks under 5 acres	\$ 13,504.00
Collier Landfill	\$ 6,600.00
Miscellaneous	\$ 1,200.00
Major Streets	\$ 21,296.00
Local Streets	\$ 6,000.00
<b>TOTAL</b>	<b>\$ 108,622.00</b>

As lowest qualified bidder, an extension of the contract terms for a one (1) year is being requested.

If Council approves, please pass the following resolution:

*WHEREAS, the City of Pontiac is in need of a contractor to perform lawn maintenance on various city-owned properties; and,*

*WHEREAS, the City solicited bids for this project; and,*

*WHEREAS, the Director of Public Works has recommended an extension of the contract be granted; and,*

*WHEREAS, the contract will be granted for a one (1) year extension, following the bid prices for 2016;*

*NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council grants the one (1) year contract extension for lawn care services to United Lawnscape as presented.*

City of Pontiac  
2015 Mowing Services Bid Form  
BID SUMMARY-United Lawnscape

Category	April 30 to October 15, 2015 Price per Mow	Total Price per Site for 2015	April 30 to October 15, 2016 Price per Mow	Total Price per Site for 2016	April 30 to October 15, 2017 Price per Mow	Total Price per Site for 2017
City Owned Facilities	\$278.00	\$7,260.00	\$288.00	\$7,510.00	\$298.00	\$7,760.00
I-75 Business Lopp/Woodward Properties	\$546.00	\$8,736.00	\$558.00	\$8,928.00	\$570.00	\$9,120.00
M-59 Business Loop/Properties	\$275.00	\$4,400.00	\$280.00	\$4,480.00	\$285.00	\$4,560.00
Parks Larger than 5 Acres	\$3,168.00	\$50,688.00	\$3,282.00	\$52,512.00	\$3,396.00	\$54,336.00
Parks Under 5 Acres	\$788.00	\$12,608.00	\$844.00	\$13,504.00	\$902.00	\$14,432.00
Collier Landfill	\$3,200.00	\$6,400.00	\$3,300.00	\$6,600.00	\$3,400.00	\$6,800.00
Miscellaneous	\$290.00	\$1,160.00	\$300.00	\$1,200.00	\$310.00	\$1,240.00
Major Streets	\$1,274.00	\$20,384.00	\$1,331.00	\$21,296.00	\$1,388.00	\$22,208.00
Local Streets	\$360.00	\$5,760.00	\$375.00	\$6,000.00	\$390.00	\$6,240.00
<b>TOTALS</b>	\$10,179.00	\$117,396.00	\$10,558.00	\$122,030.00	\$10,939.00	\$126,696.00



# NOTES

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