

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting
April 9, 2019
Agenda
REVISED

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Public Hearing and Regular City Commission Meeting to be held Tuesday, April 9, 2019, at 7:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

PUBLIC HEARING AND REGULAR CITY COMMISSION MEETING – 7:30 P.M.

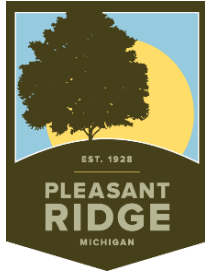
1. **Meeting Called to Order.**
2. **Pledge of Allegiance.**
3. **Roll Call.**
4. **PUBLIC DISCUSSION – items not on the Agenda.**
5. **Governmental Reports.**
6. **City Commission Liaison Reports.**
 - **Commissioner Scott – Historical Commission**
 - **Commissioner Wahl – Recreation Commission**
 - **Commissioner Krzysiak – Ferndale Public Schools**
 - **Commissioner Perry – Planning/DDA**
7. **Consent Agenda.**

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

 - a. Minutes of the Regular City Commission Meeting held Tuesday, March 12, 2019 and the Special City Commission Meeting held Thursday, March 28, 2019.
 - b. Monthly Disbursement Report.
 - c. Resolution to waive penalties for non-filing of Property Transfer Affidavits under MCL 211.27b.
 - d. Proclamation declaring April as Fair Housing Month.
 - e. Authorization for the City Manager to request reimbursement of authorized expenses from the Oakland County West Nile Virus Fund
 - f. Request by Clean Water Action to solicit door-to-door from April 10th through June 30, 2019.

- g. Authorization of Police Sergeant Robert Ried to sign checks on behalf of the City of Pleasant Ridge.
 - h. Appointment of James Breuckman as delegate and Amy Drealan as alternate to Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board of Trustees and the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees.
 - i. Appointment of Police Chief Kevin Nowak as delegate to the Woodward Dream Cruise Board of Directors.
 - j. Appointment of City Clerk Amy Drealan as the City's Freedom of Information Act (FOIA) Coordinator.
8. **Ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article IV, Offenses against Public Peace, Section 42-85 Definitions – National Holiday and Section 42-86, Ignition, discharge and use of consumer fireworks.**
- a. **PUBLIC HEARING** – Solicitation of public comments on an Ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article IV, Offenses against Public Peace, Section 42-85 Definitions – National Holiday and Section 42-86, Ignition, discharge and use of consumer fireworks.
 - b. Ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article IV, Offenses against Public Peace, Section 42-85 Definitions – National Holiday and Section 42-86, Ignition, discharge and use of consumer fireworks.
9. **Ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article I, In General, by the addition of a new Section, Section 42-14, Marihuana Establishments prohibited.**
- a. **PUBLIC HEARING** – Solicitation of public comments on an ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article I, In General, by the addition of a new Section, Section 42-14, Marihuana Establishments prohibited.
 - b. Ordinance to amend Chapter 42, Offenses and Miscellaneous Provisions, Article I, In General, by the addition of a new Section, Section 42-14, Marihuana Establishments prohibited.
10. **Interlocal Agreement between the City of Pleasant Ridge and the City of Ferndale regarding certain building department services.**
11. **Agreement between the City of Pleasant Ridge and Oakland County Equalization Division for Property Assessing Services.**
12. **City Commission moving into closed session under section 8(e) of the Open Meetings Act, to consult with our attorney regarding trial or settlement strategy in connection with USCA 18-1253, Stallworth v City of Pleasant Ridge, et al.**
13. **City Managers Report.**
14. **Other Business.**
15. **Adjournment.**

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

Regular City Commission Meeting and Public Hearing March 12, 2019

Having been duly publicized, Mayor Metzger called the meeting to order at 7:30 p.m.

Present: Commissioners Krzysiak, Perry, Scott, Wahl, Mayor Metzger
Also Present: City Manager Breuckman, City Clerk Drealan, City Attorney Need
Absent: None

Public Discussion

(None)

Governmental Reports

Interim Fire Chief Jack Pesha, Ferndale Fire Department, encouraged residents to check their smoke and CO2 detectors as well as their fire extinguishers which should be on each floor. There should also be a smoke alarm in each sleeping quarters and one outside the sleeping quarters within 10 feet. The Fire Department offers smoke alarm assistance. Residents can call the non-emergency number: 248-546-2510, extension 302. He recommended checking the smoke alarms every six months.

City Commission Liaison Reports

Commissioner Perry reported on the Planning Commission/DDA. The next meeting will be April 22nd.

Commissioner Scott reported on the Historical Commission. The museum will have an open house on May 1st. The next meeting is April 3rd.

Commissioner Wahl reported on the Recreation Commission. The next meeting is March 27th. Upcoming events include a pancake breakfast and Easter egg hunt. The Foundation Auction is May 18th. There will be special celebrations for the 100-year anniversary. Residents are encouraged to suggest a special ice cream flavor which Sweet Dreams will produce for the auction.

Commissioner Krzysiak reported on Ferndale Public Schools. A Build It Construction 2019 event was held for middle and high school students to showcase careers in various trade industries. Oakland County is hosting a similar apprenticeship showcase on March 13th. Ferndale Schools also hosts a program called Girls Go Cyber which introduces female students to careers in cybersecurity. Beginning on March 21st they will meet on Mondays, Tuesdays and Thursdays from 3:00 to 4:00 p.m. in room 114 at the Ferndale High School. Zoe Butters and other cast members presented some statistics from the upcoming Addams Family Musical. A recognition celebration for Ferndale Youth

Assistance will be held on March 28th. The Ferndale Eagles basketball team made it to the state division II playoffs. The Ferndale High School Winterguard took first place at the Troy Athens competition. The FHS student athlete, Angel Defray Morerro, placed sixth in the state championship. FUEL was named an Evergreen School. The Superintendent's Excellence award went to Chloe Farrah. The next School Board meeting is March 18th.

Consent Agenda

19-3406

Motion by Commissioner Wahl, second by Commissioner Scott, to approve the consent agenda as presented.

Adopted: Yeas: Commissioners Wahl, Krzysiak, Perry, Scott, Mayor Metzger
 Nays: None

Garden Club Memorial Park Fountain Presentation

Breuckman introduced Robert Campbell, immediate past president of the Garden Club, to present a project to replace the fountain in Memorial Park. The Parks and Rec master plan included this project, but it would be a few years before the city could actually implement it. Campbell noted that repairing the fountain would cost \$22,000 so replacement was considered the best option. The Club reviewed several options and chose Aquafina as the vendor. The chosen installation is a carved granite, three-tiered fountain. It is approximately 85 inches tall and 59 inches wide. The design would provide more splash and sound and would be relatively low maintenance. Maintenance would include approximately \$10 per month for algaecide. The pump would last four to five years and cost between \$50 and \$100. Perry inquired regarding funding. The overall median cost would be \$25,500. The Garden Club has already budgeted \$7000 and fundraisers bring in several thousand more. The Historical Commission funds are committed to the 100-year anniversary projects. The Foundation would also likely contribute substantial funds to the project. Campbell proposed calling the new installation the Centennial Fountain. There was discussion regarding continuing maintenance. The Garden Club would maintain the plantings around the base of the fountain. The Garden Club is a 501(c)(3) and is looking for donations. If a contract was entered into soon, the fountain could be installed by Memorial Day. Once the funds from the Foundation are identified, the Garden Club may need a loan from the City to complete the project this spring. The Garden Club is meeting with the Foundation on March 21st. Additional donations from the community would also defray any possible loan that may be needed.

19-3407

Motion by Commissioner Perry, second by Commissioner Wahl, to authorize the Garden Club to remove and replace the fountain in Memorial Park with the cost being assumed by the Garden Club.

Adopted: Yeas: Commissioners Perry, Wahl, Krzysiak, Scott, Mayor Metzger
 Nays: None

Establishing a Public Hearing to Solicit Public Comment Regarding an Ordinance to Prohibit Marihuana Establishments

Breuckman presented a draft ordinance that was requested by the Commission at the last meeting. A public hearing to solicit public comments regarding that ordinance, which would be Section 42-14, would be scheduled for April 9, 2019. The effect of the ordinance would be to opt out of the current state law which would result in the prohibition of marihuana establishments in the city. Krzysiak discussed the unanswered questions that exist surrounding this issue, especially with regard to zoning. He expressed concern regarding the timing of the decision to prohibit these establishments. Scott noted that the city needs to have its own rules in place to avoid being forced to allow these establishments under the state's rules. Perry agreed that the timing of the city's ordinance is crucial and that Pleasant Ridge doesn't have the same kind of flexibility that some larger, neighboring communities have. Metzger emphasized that this vote is just for the public hearing and that the city can always opt back in once more information is made available. He also noted that other methods of gathering public input will be utilized before a decision is made. Scott pointed out that there are six different kinds of businesses associated with the marihuana statute, not just storefront sales. Metzger added that some of those six businesses provide no tax revenue for the city. Krzysiak indicated that growing marihuana in basements cannot be prohibited. Breuckman noted that lawsuits are likely inevitable, and it would be difficult for a small city to finance the litigation.

19-3408

Motion by Commissioner Perry, second by Commissioner Scott, to establish a public hearing on April 9, 2019, to solicit public comment regarding Section 42-14, which would prohibit marihuana establishments in the city.

Adopted: Yeas: Commissioners Perry, Scott, Wahl, Mayor Metzger
 Nays: Krzysiak

Marihuana Establishment Public Input Survey

Breuckman presented the proposed survey. The survey would be offered online through the website. He noted that space can be provided to include the link to the survey on the back cover of the upcoming Ridger. It would cost approximately \$750-\$1000 to mail a postcard to all residents. Perry and Wahl supported putting the survey on the back of the Ridger. The online survey would be ready to launch by the end of the month. Metzger noted that the information from the survey will be taken to the town hall meeting to frame that discussion.

Interlocal Agreement between the City of Pleasant Ridge and the City of Ferndale regarding Woodward Heights Boulevard Intersection Construction

Breuckman noted that Ferndale was going to be reconstructing Woodward Heights from Bermuda to Hazel Park. They are requesting interlocal agreements with both Pleasant Ridge and Hazel Park to reconstruct the intersections that touch the boundaries of both cities. The agreement would allow Ferndale to reconstruct both sides of the intersection and would include bump outs to improve pedestrian traffic flow. The total cost for the project is \$13,800. Krzysiak indicated that the town hall meeting showed that the residents support this kind of project. He inquired regarding where to best safely cross Woodward Heights after the reconstruction. Breuckman noted that improved striping for the crosswalk would be part of the project. He also suggested that additional signage may be tested at this location. If warranted, reconsideration of a stop sign at the intersection will potentially take place after the project is completed. Krzysiak indicated that he supported having a stop sign. There was discussion regarding a bike lane being added to Gainesboro in Ferndale.

19-3409

Motion by Commissioner Perry, second by Commissioner Wahl, to approve the interlocal agreement with the City of Ferndale to reconstruct the Woodward Heights/Bermuda intersection as presented and that the Mayor and City Clerk be authorized to sign the agreement.

Adopted: Yeas: Commissioners Perry, Wahl, Scott, Krzysiak, Mayor Metzger
 Nays: None

City Manager's Report

Breuckman presented an update on the energy saving projects throughout the city including LED lighting and solar panels at 4 Ridge and City Hall. There has been a 30% reduction in total city energy usage which represents \$8125 and 67,000 kWh in savings. He presented statistics showing how those savings would be reflected in other areas such as CO2 emissions and gallons of gasoline. Tree trimming on the east side has been completed. Breuckman noted that the trees had not been trimmed and elevated in a long time. Trimming the trees spurs them for more upward growth in the long run. In the future the trees will be trimmed every seven years so the trimming will be much more gradual. Scott noted that there have been power outage issues in parts of the city. Breuckman indicated that the issue appears to be very old overhead lines. He and Mayor Metzger have discussed the issue with DTE but there does not appear to be a clear solution. DTE will likely be trimming trees along the power lines this summer. Metzger indicated that DTE would be upgrading the substation on Hilton this spring. There are five DTE circuits serving Pleasant Ridge. There are six DTE employees living in Pleasant Ridge.

Other Business

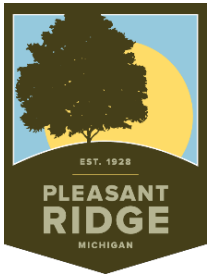
Metzger noted that there are 73 days until the pool opens. Krzysiak indicated that the March book is a memoir by Stephen Hawking. The meeting is March 20th. Krzysiak will not be running for reelection in November. The deadline for petition signatures is in July. Twenty-five signatures are necessary to be placed on the ballot.

With no further business or discussion, Mayor Metzger adjourned the meeting at 9:03 p.m.

Mayor Kurt Metzger

Amy M. Drealan, City Clerk

/dleg



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

Special City Commission Meeting March 28, 2019

Having been duly publicized, Mayor Metzger called the meeting to order at 8:07am.

Present: Commissioners Krzysiak, Perry, Scott, Wahl, Mayor Metzger.
Also Present: City Manager Breuckman, City Clerk Drealan.
Absent: None.

Closed Session

19-3410

Motion by Commissioner Perry, second by Commissioner Wahl that the City Commission move into Closed Session pursuant to MCL.15.268, to discuss attorney/client privileged information. (8:08am)

Adopted: Yeas: Commissioners Perry, Wahl, Krzysiak, Scott, Mayor Metzger.
Nays: None.

Mayor Metzger reconvened the Special City Commission Meeting at 9:11am.

With no further business or discussion, Mayor Metzger adjourned the meeting at 9:12am.

Mayor Kurt Metzger

Amy M. Drealan, City Clerk

March 2019

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	7,660.63
ACCOUNTS PAYABLE	\$	467,646.44
TAX LIABILITIES	\$	-

TOTAL	\$	475,307.07
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PAYROLL

March 13, 2019	\$	37,993.37
March 27, 2019	\$	38,343.68

TOTAL	\$	76,337.05
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CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES

PG 1

March 2019

Check Date	Check	Vendor Name	Description	Amount
3/13/2019	2321	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 336.40
3/13/2019	2322	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 1,615.75
3/13/2019	2323	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 1,113.25
3/13/2019	2324	MIFOP	UNION DUES	\$ 188.00
3/13/2019	2325	MISDU	FOC DEDUCTIONS	\$ 224.60
3/13/2019	2326	ALERUS FINANCIAL	RHSP CONTRIBUTIONS	\$ 455.46
3/13/2019	2327	ICMA - VANTANGEPOINT	RETIRMENT CONTRIBUTIONS	\$ 72.08
3/27/2019	2329	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 336.40
3/27/2019	2330	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 1,494.88
3/27/2019	2331	ALERUS FINANCIAL	RETIRMENT CONTRIBUTIONS	\$ 1,076.36
3/27/2019	2332	MISDU	FOC DEDUCTIONS	\$ 224.60
3/27/2019	2333	ALERUS FINANCIAL	RHSP CONTRIBUTIONS	\$ 450.77
3/27/2019	2334	ICMA - VANTANGEPOINT	RETIRMENT CONTRIBUTIONS	\$ 72.08
TOTAL PAYROLL LIABILITIES				<u>\$ 7,660.63</u>

CITY OF PLEASANT RIDGE CHECK REGISTER
ACCOUNTS PAYABLE
March 12, 2019

Check Date	Check	Vendor Name	Description	Amount
03/12/2019	22745	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 55.00
03/12/2019	22746	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$ 794.50
03/12/2019	22747	ALLIANCE MOBILE HEALTH	AHA BLS TRAINING COURSE	\$ 270.00
03/12/2019	22748	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 7,843.65
03/12/2019	22749	BADGER METER, INC.	WATER METER MAINTENANCE	\$ 2,249.28
03/12/2019	22750	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 5,770.70
03/12/2019	22751	BRILAR	DPW SERVICES-DECEMBER 2018	\$ 14,335.58
03/12/2019	22752	BS&A SOFTWARE	SOFTWARE TRAINING - EMSLEY	\$ 2,140.00
03/12/2019	22753	CANFIELD EQUIPMENT SERVICES	POLICE VEHICLE SUPPLIES	\$ 16,527.69
03/12/2019	22754	CITY OF FERNDALE	LEAF COLLECTION STORAGE AGREEMENT	\$ 3,065.83
03/12/2019	22755	CITY OF FERNDALE	SOCMA MEETING EXPENSES	\$ 660.00
03/12/2019	22756	CITY OF HUNTINGTON WOODS	LIBRARY SERVICES AGREEMENT	\$ 42,236.00
03/12/2019	22757	CITY OF ROYAL OAK	DPW SERVICES	\$ 8,986.39
03/12/2019	22758	CLARKE MOSQUITO CONTROL	MOSQUITO CONTROL SUPPLIES	\$ 845.81
03/12/2019	22759	COMMUNITY MEDIA NETWORK	COMMISSION MEETING RECORDING SERVICES	\$ 200.00
03/12/2019	22760	CRAIN COMMUNICATION INC.	YEARLY SUBSCRIPTION SERVICES	\$ 99.00
03/12/2019	22761	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 33,700.00
03/12/2019	22762	DEBORAH GREEN	TRANSCRIPTION SERVICES	\$ 75.00
03/12/2019	22763	DETROIT EDISON COMPANY	STREETLIGHTING-FEB 2019	\$ 2,910.44
03/12/2019	22764	DETROIT SALT COMPANY LLC	BULK ROAD SALT PURCHASES	\$ 4,539.23
03/12/2019	22765	EUGENE LUMBERG	COURT PROSECUTIONS	\$ 405.00
03/12/2019	22766	GREAT AMERICAN FINANCIAL SRVS	TELECOMMUNICATION SERVICES	\$ 433.00
03/12/2019	22767	GREAT LAKES WATER AUTHORITY	IWC CHARGES-JANUARY 2019	\$ 273.77
03/12/2019	22768	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE	\$ 473.26
03/12/2019	22769	JANI-KING OF MICHIGAN, INC.	JANITORIAL SERVICES	\$ 2,161.00
03/12/2019	22770	JEREMY WAITERS	UNIFORM PURCHASES	\$ 94.66
03/12/2019	22771	LEGAL SHIELD	LEGAL SERVICES BENEFIT	\$ 51.80
03/12/2019	22772	MAJIK GRAPHICS INC	POLICE DEPARTMENT SUPPLIES	\$ 610.00
03/12/2019	22773	MELANIE SEVALD	RECREATION PROGRAM INSTRUCTOR	\$ 532.00
03/12/2019	22774	MICHELLE DELACOURT	DESIGN SERVICES	\$ 250.00
03/12/2019	22775	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT-FEB 2019	\$ 48,774.68
03/12/2019	22776	PATRICK THOMPSON DESIGNS, INC.	DESIGN SERVICES COMMUNITY CENTER	\$ 8,174.63
03/12/2019	22777	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 5,517.00
03/12/2019	22778	PROLINE ASPHALT PAVING CORP	HMA RESURFACING PROJECT	\$ 21,406.01
03/12/2019	22779	RAY KEE	INSPECTION SERVICES	\$ 1,350.00
03/12/2019	22780	SCHEER'S ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 109.69
03/12/2019	22781	SHAWNIE STAMPER	BINGO SUPPLY REIMBURSEMENT	\$ 20.14
03/12/2019	22782	SIR SPEEDY	BUILDING DEPT SUPPLIES	\$ 67.43
03/12/2019	22783	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 17,430.87
03/12/2019	22784	SOCWA	WATER PURCHASES-FEB 2019	\$ 12,212.88
03/12/2019	22785	THE BANK OF NEW YORK	GENEAL OBLIGATION BOND PAYMENT	\$ 750.00
03/12/2019	22786	THE HUNTINGTON NATIONAL BANK	CAPITAL IMPROVEMENT BOND PAYMENT	\$ 42,750.00
03/12/2019	22787	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	\$ 901.33
03/12/2019	22788	UNIFIRST CORPORATION	JANITORIAL SUPPLIES AND MAT RENTAL	\$ 397.08
03/12/2019	22789	VICTORIA DICKINSON	RECREATION PROGRAM INSTRUCTOR	\$ 128.00
03/12/2019	22790	VINCE RIZZO	RECREATION PROGRAM SUPPLIES	\$ 522.00
03/12/2019	22791	WETMORE TIRE AND AUTO	POLICE VEHICLE MAINTENANCE	\$ 663.72
03/12/2019	22792	WEX BANK	FUEL PURCHASES	\$ 898.61

Total for 3-12-2019

\$ 314,662.66

CITY OF PLEASANT RIDGE CHECK REGISTER
ACCOUNTS PAYABLE
March 27, 2019

Check Date	Check	Vendor Name	Description	Amount
03/27/2019	22819	IRON RIDGE	WATER BILLING OVERPAYMENT-PULSE FITNESS	\$ 1,907.37
03/27/2019	22793	AIRTIME TRAMPOLINE	SUMMER PROGRAM EVENT 07/23/19	\$ 330.00
03/27/2019	22794	AMERICAN SOCCER COMPANY, INC	RECREATION PROGRAM SUPPLIES	\$ 740.87
03/27/2019	22795	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 14,388.70
03/27/2019	22796	BS&A SOFTWARE	SOFTWARE TRAINING-EMSLEY	\$ 205.00
03/27/2019	22797	CHEMICAL BANK	FITNESS CENTER EQUIPMENT LEASE	\$ 22,842.83
03/27/2019	22798	CITY OF FERNDALE	FIRE SERVICES AGREEMENT	\$ 21,381.72
03/27/2019	22799	CITY OF FERNDALE	DISPATCH SERVICES AGREEMENT	\$ 3,250.00
03/27/2019	22800	COMMUNITY MEDIA NETWORK	CITY COMMISSION MEETING TAPING	\$ 200.00
03/27/2019	22801	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 15,130.00
03/27/2019	22802	GANAS INC	CITY HALL BUILDING RENOVATIONS	\$ 7,850.00
03/27/2019	22803	GREAT LAKES WATER AUTHORITY	IWC CHARGES-FEBRUARY 2019	\$ 273.77
03/27/2019	22804	J & J AUTO TRUCK CENTER	POLICE VEHICLE MAINTENANCE	\$ 975.30
03/27/2019	22805	LEGAL SHIELD	LEGAL SERVICES BENEFIT	\$ 51.80
03/27/2019	22806	MARK DE LA VERGNE	RECREATION PROGRAM REFUND	\$ 50.00
03/27/2019	22807	MURRAY BUILD CONSTRUCTION	CITY HALL RENOVATIONS	\$ 17,800.00
03/27/2019	22808	OAKLAND COUNTY ROAD COMMISSION	TRAFFICE SIGNAL MAINTENACE	\$ 246.37
03/27/2019	22809	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 5,517.00
03/27/2019	22810	QUICK SCORES LLC	RECREATION PROGRAM SUPPLIES	\$ 55.00
03/27/2019	22811	RAY KEE	INSPECTION SERVICES-MARCH 2019	\$ 1,350.00
03/27/2019	22812	SAFEBUILT	CODE ENFORCEMENT SERVICES	\$ 1,485.00
03/27/2019	22813	SHAWNIE STAMPER	MILEAGE REIMBURSEMENT	\$ 156.96
03/27/2019	22814	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 8,246.87
03/27/2019	22815	SWN COMMUNICATIONS INC	SWIM TEAM NOTIFCATION SYSTEM	\$ 398.81
03/27/2019	22816	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 166.15
03/27/2019	22817	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 540.19
03/27/2019	22818	WEX BANK	FUEL PURCHASES	\$ 1,340.33
Total for 3-27-2019				\$ 126,880.04

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
March 2019

PG 4

Check Date	Check	Vendor Name	Description	Amount
03/06/2019	1432	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT BENEFITS	\$ 26,103.74
TOTAL ELECTRONIC PAYMENTS				\$ 26,103.74



City of Pleasant Ridge

Amy Drealan, City Clerk

From: Amy Drealan, City Clerk
To: City Commission
Date: April 9, 2019
Re: Resolution to Waive Penalties for Non-Filing of Property Transfer Affidavits under MCL 211.27b

Overview

Attached is a resolution confirming the City's policy to waive penalties for non-filing of Property Transfer Affidavits.

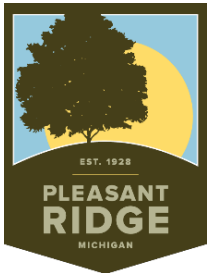
Background

Under PA415 of 1994, the state mandated that owners file a property transfer affidavit when purchasing real estate. The affidavit is completed and filed with the City within forty-five (45) days of the property purchase, and ultimately sent to Oakland County Equalization for further processing. Communities may opt levy a \$5/day penalty to owners for failing to file their property transfer affidavits timely, with the maximum penalty of \$200. Historically, the City of Pleasant Ridge has opted to waive such penalties under the Act.

At this time, Oakland County Equalization is requesting a formal resolution be adopted to confirm the City's policy to waive these penalties.

Requested Action

City Commission approval of the attached resolution.



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

RESOLUTION

Waive Penalties for Non-Filing of Property Transfer Affidavits under MCL 211.27b

WHEREAS, MCL 211.27a(10) requires the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description and

WHEREAS, MCL 211.27b(1) requires that if the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property do not notify the appropriate assessing office of the transfer, then penalties as described in MCL 211.27b(1)(c) or (d) are levied and

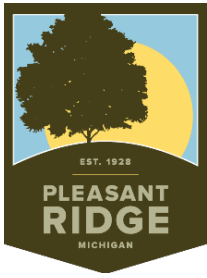
WHEREAS, MCL 211.27b(5) provides that the governing body of a local tax collecting unit may waive, by resolution, the penalty levied under MCL 211.27b(1)(c) or (d).

NOW THEREFORE BE IT RESOLVED, that the City of Pleasant Ridge waives the penalty for failure to file the Property Transfer Affidavit following a transfer of ownership pursuant to the local unit's authority contained in MCL 211.27b.

Adopted: Yeas:
 Nays:
 Absent:

IN WITNESS WHEREOF, I, Amy M. Drealan, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, April 9, 2019.

Amy M. Drealan, City Clerk



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

MAYOR'S PROCLAMATION

April as Fair Housing Month

WHEREAS April 2019 marks the fifty-first anniversary of the enactment of the Federal Fair Housing Act of 1968, whereby the Congress of the United States instituted a national policy providing fair housing throughout the nation; and

WHEREAS all citizens should acquaint themselves with their rights and responsibilities under the law as set forth in the Civil Rights Act of 1964 and 1968, and the Fair Housing Act of 1968, this landmark law along with other federal and state legislation strictly prohibits housing discrimination on the basis of sex, color, race, age, religion, national origin, disability, family or marital status; and

WHEREAS Fair Housing Month is designated to heighten people's awareness of their rights under the law when pursuing the purchase or rental of housing; and

WHEREAS all citizens are entitled to freedom of choice in the selection of housing and are guaranteed certain protections under the law if they are victims of discrimination. The City of Pleasant Ridge partners with the housing counselors of Oakland County's Community and Home Improvement Division, who are experts in fair housing laws and are ready to assist any individual or family to ensure their rights when purchasing or renting a home.

NOW, THEREFORE, LET IT BE KNOWN that I, Kurt Metzger, Mayor of the City of Pleasant Ridge, do hereby authorize the issuance of this special proclamation which declares April 2019 as Fair Housing Month in Pleasant Ridge.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Pleasant Ridge, Oakland County, Michigan, to be affixed this 9th day of April, 2019.

Kurt Metzger, Mayor



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

RESOLUTION

Authorizing West Nile Virus Fund Expense Reimbursement Request

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioner has established a West Nile Virus Fund Program to assist Oakland County cites, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of Pleasant Ridge, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Fund Program.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Pleasant Ridge authorizes and directs its City Manager, as agent for the City of Pleasant Ridge, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

Adopted: Yeas:
 Nays:
 Absent:

IN WITNESS WHEREOF, I, Amy M. Drealan, duly certified Clerk of the City of Pleasant Ridge, do hereby attest that the foregoing is a true and accurate copy of a Resolution adopted by the Pleasant Ridge City Commission at its Regular Meeting held Tuesday, April 9, 2019.

Amy M. Drealan, City Clerk



To Whom It May Concern:

Since we have worked in your community before, you will remember that Clean Water Action is a national environmental organization working for clean and safe water, waste prevention and funding for enforcement of environmental protection. The purpose of this letter is to again provide background information on Clean Water Action and our canvass so that you are aware of our activities and have the information you need to respond to any inquiries about our work.

As in previous years, our program includes informing residents in your community of our work and asking them to become involved in our campaigns. We conduct a door-to-door canvass asking residents to make contributions and sign support statements. We may also ask them to write letters, make phone calls, volunteer time and vote.

We will be conducting our canvass in your community beginning in ASAP and completing our work by June 30, 2019 (depending on the size of the community). We will be out in the community from 4pm-9pm, Monday – Friday; 10am-7pm, Saturdays.

As a courtesy to all communities in which we canvass, we notify each township or city before starting work there. Our canvassers also carry photo identification cards from our organization. A list of the names of our canvass staff is provided with this letter as well as a letter from the IRS recognizing our tax-exempt status under section 501(c4) of the Internal Revenue Code.

Because Clean Water Action is engaged in constitutionally-protected political speech in its canvass operation, it is not required to obtain a permit prior to engaging in this activity. *Watchtower Bible & Tract Society of New York v. Village of Stratton*, 536 U.S. 150 (2002).

Please notify all police officers and dispatch of our presence so that they are aware of our constitutionally-protected right to engage in our membership drive. I have enclosed organizational documents and supporting materials of our state regulations. You will note that the last page of this packet of information is a verification form that states we have made you aware of our activities. Please sign and return the "Canvass Verification" form via email so that both the residents and law enforcement officers in your area will know that we have contacted your office should any questions arise. Should you need additional information, please call me at (734) 222-6347. Thank you for your time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emily Woodcock".

Emily Woodcock
Staff Director



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

Clean Water Action

a(n) DISTRICT OF COLUMBIA nonprofit corporation, was validly authorized on July 25, 1988, to conduct affairs in Michigan, and that said corporation holds a valid certificate of authority to conduct affairs in this state.

This certificate is issued pursuant to the provisions of 1982 PA 162, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 12th day of February, 2004.

Andrew G. Mott , Director
Bureau of Commercial Services

Sent by Facsimile Transmission
770777

Department of the Treasury



Internal Revenue Service
Washington, DC 20224

Date:

NOV 7 1973

In reply refer to:

T:MS:EO:R:2-4

Fishermen's Clean Water Action
Project, Inc.
1832 M Street, N.W. - Suite 101
Washington, D.C. 20036

Internal Revenue Code: Section 501(c)(4)
Key District: DD, Baltimore
Social Security or
Employer Identification Number: 23 7128611
Accounting Period Ending: August 31

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$50 or more to each of your employees during a calendar quarter. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act on remuneration of \$50 or more to each of your employees during a calendar quarter if, during the current or preceding calendar year, you have one or more employees at any time in each of 20 calendar weeks or pay wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to your key District Director.

If your purposes, character, or method of operation is changed, you should let your key District Director know so he can consider the effect of the change on your exempt status. Also, you must inform him of all changes in your name and address.

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: April 9, 2019
 Re: Fireworks Ordinance Amendment

Overview

On December 28, 2018 former governor Snyder signed PA 635 of 2019 into law. This act amended the State's fireworks regulations, with the most significant change for local governments being a change in the days that we may limit firework discharge to.

With the changes in State law, we can amend our existing standards in Section 42.97 to be the most restrictive permitted under current state law.

Background

The following table summarizes days when fireworks discharge is permitted by our current ordinance, and when they may be limited per PA 635. Note that the dates in the table are based on the 2019 calendar.

Holiday	Current Ordinance		New State Law	
	Days Allowed	Time Allowed	Days Allowed	Time Allowed
New Year's Day	December 31 - January 2	8 am – 1 am	December 31 January 1	11 am – Midnight Midnight – 1 am
MLK Day	January 20 - January 22	8 am – 12 am	Not allowed	
Washington's Birthday	February 17 - February 19	8 am – 12 am	Not allowed	
Memorial Day	May 26 - May 28	8 am – 12 am	May 26 – May 27	11 am – 11:45 pm
Independence Day	July 3 – July 5	8 am – 12 am	June 29 – July 4 + July 5 (if Fri. or Sat.)	11 am – 11:45 pm
Labor Day	September 1 – September 3	8 am – 12 am	September 1 – September 2	11 am – 11:45 pm
Columbus Day	October 13 – October 15	8 am – 12 am	Not allowed	
Veterans Day	November 10 – November 12	8 am – 12 am	Not allowed	
Thanksgiving Day	November 27 - November 29	8 am – 12 am	Not allowed	
Christmas Day	December 24 – December 26	8 am – 12 am	Not allowed	

Requested Action

City Commission consideration of the attached ordinance for approval.

City of Pleasant Ridge
Ordinance No. 435

AN ORDINANCE TO AMEND THE CITY OF PLEASANT RIDGE CODE OF ORDINANCES,
CHAPTER 42 – OFFENSES AND MISCELLANEOUS PROVISIONS

THE CITY OF PLEASANT RIDGE ORDAINS:

Section 1.

Sec. 42-97. - Fireworks is amended to read as follows:

1. The definition of “National holiday” in subsection 42.97(b) is hereby deleted.
2. Section 42.97(c) is amended to read in its entirety as follows:
 - (c) *Ignition, discharge and use of consumer fireworks.* No person shall ignite, discharge or use consumer fireworks in the city; except on the following days and times:
 1. Between 11:00 a.m. on December 31 and 1:00 a.m. on the immediately following January 1.
 2. Between 11:00 a.m. and 11:45 p.m. on the following days: the Saturday and Sunday immediately preceding Memorial Day, June 29, June 30, July 1, July 2, July 3, July 4, July 5 (only if that date is a Friday or a Saturday), and the Saturday and Sunday immediately preceding Labor Day.
3. Section 42.97(d) is amended to read in its entirety as follows:
 - (d) *Violations, fines and penalties.* A violation of any provision of this section is a civil infraction, punishable by a fine of \$1,000. Of that fine, \$500 shall be remitted to the city police department.

Section 2. Severability.

Should any provision or part of this Article be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Article, which shall remain in full force and effect.

Section 3. Repealer.

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings clause.

Nothing in this Article shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5. Effective Date.

This Ordinance shall become effective fifteen days after enactment and upon publication as provided by law.

Section 6. Adoption.

This Ordinance is hereby declared to have been adopted by the City Commission of the City of Pleasant Ridge at a meeting duly called and held on the ____ day of _____, 2019, and ordered to be given publication in the manner prescribed by law.

James Breuckman, City Manager

Amy M. Drealan, City Clerk



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
JULIE SECONTINE
STATE FIRE MARSHAL

SHELLY EDGERTON
DIRECTOR

Frequently Asked Questions Fireworks General

1. Question: What types of fireworks are legal in the State of Michigan?

Answer: Effective January 1, 2012, the Michigan Fireworks Safety Act, PA 256 of 2011 allows the sale and use of consumer fireworks [Examples of legal fireworks](#).

- a) Consumer fireworks, referred to as 1.4G would include: roman candles, bottle rockets and other items that leave the ground. For reference, please see American Pyrotechnics Association (APA) standard 87.1, 2001 Edition: [APA Standard](#).
- b) Novelty items such as sparklers, snakes, snaps and poppers remain legal for sale and use. Novelty fireworks are not regulated under the Michigan Fireworks Safety Act.
- c) Low Impact Fireworks such as ground sparkling devices, ground based or handheld sparklers also remain legal for sale and use in Michigan. Per PA 256 of 2011, [Section 28.456](#) requires a low impact registration be filed with the Bureau of Fire Services. To register for low impact fireworks please see the [fireworks low impact registration](#) link.
- d) Display fireworks, typically referred to as 1.3G, are large and explosive items typically used for public display and are locally permitted for use by professionals. They are not regulated by the Department of Licensing and Regulatory Affairs (LARA).

2. Question: Who may not buy or use consumer fireworks?

Answer: According to the Michigan Fireworks Safety Act PA 256 of 2011, [Section 28.462](#):

- a) Prohibits the sale of consumer fireworks to a minor (anyone under the age of 18).
- b) Prohibits the use of consumer fireworks by anyone who is under the influence of drugs or alcohol.
- c) Fireworks may not be used on public, school, or private property of another person unless express permission is obtained to use the fireworks on that property.

LARA is an equal opportunity employer
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
3101 TECHNOLOGY BLVD., SUITE H • P.O. BOX 30700 • LANSING, MICHIGAN 48909
www.michigan.gov/bfs • (517) 241-8847 • Fax: (517) 332-1427 or (517) 332-1428

3. Question: How long is the consumer fireworks certificate valid for?

Answer: A consumer fireworks certificate is valid from the date of issuance through April 30th of the following year. A retailer must apply annually and meet all statutory requirements. Guidelines for application process can be found at the BFS Fireworks Program home page at: [2017 Fireworks Guidelines](#).

4. Question: What is a fireworks safety fee and how is it collected?

Answer: Per PA 256 of 2011, [Section 28.460](#) the fireworks safety fee is a 6% safety fee collected by the retailer at the time of sales in addition to the 6% sales tax on both consumer and low-impact fireworks. Fire safety fees must be paid to the Bureau of Fire Services and sales tax must be paid to the Department of Treasury.

- a) Fireworks safety fees are due no later than 20 days after the end of every preceding month. Payments for fireworks safety fees can be submitted online.
- b) If you are not selling fireworks every month you are still **required** to submit a fireworks safety fee monthly report that indicates zero sales.
- c) Applications will be denied if all sales reports from the previous year have not been submitted. This requirement starts during the month of issuance of the certificate and continues until April 30 of the following year or until you have submitted a Cancellation Request from your Fireworks Account.
- d) After the cancellation request is submitted online, safety fee reporting is no longer required beginning the following month. **Note:** *Reversal of the cancellation is not permitted*; a new application must be made if you want to sell at the same location again.

5. Question: What if I only want to sell novelty fireworks like sparklers, snakes, snaps and poppers?

Answer: PA 256 of 2011 doesn't apply to novelties. Novelty fireworks may be sold without being registered or obtaining a certificate.

6. Question: What if I only want to sell low impact fireworks like sparkling wheel devices and ground sparkling devices?

Answer: Per PA 256 of 2011, [Section 28.456](#), the act requires that any retailer selling low-impact fireworks in the State of Michigan:

- a) Register online each calendar year not less than ten days before the low-impact fireworks are sold.
- b) The low impact retailer must collect the 6% fireworks safety fee and remit those fees to the Bureau of Fire Services 20 days after the end of each month.

- c) After registration if you are not selling low impact fireworks every month you are still **required** to submit a fireworks safety fee monthly report that indicates zero sales.
- d) This requirement is valid starting during the month of registry and ending on December 31 of the same year.
- e) In order to sell low impact fireworks the following year, the retailer must Re-register.

7. Question: I have a display fireworks business; do I have to apply for a fireworks certificate with the Bureau of Fire Services?

Answer: No. All permits issued for the discharge of display fireworks are obtained from the local unit of government, jurisdiction or municipality where the fireworks are being displayed. Fees, if any, charged for these permits are retained by that local jurisdiction.

8. Question: Where does the city, township or village obtain display fireworks permit forms?

Answer: The application for a Display Permit is posted on the [Fireworks Program home page](#).

9. Question: What do I need to do if I want a display permit for my township?

Answer: The permit is approved and issued via the local unit of government, jurisdiction or municipality where the application is being submitted.

10. Question: Where can I find more detailed information about fireworks products and safety?

Answer: Please visit the following websites:

[Consumer Product Safety Commission](#)
[APA Standard 87-01](#)

11. Question: Who do I contact if I have more questions?

Answer:

- a) You may refer to the Bureau of Fire Services website at www.michigan.gov/bfs for information related to fireworks.
- b) You may call the Bureau of Fire Services at 517-241-8847 or 517-373-7441 or by facsimile at 517-332-1427.
- c) You may email fireworks@michigan.gov. **Note:** Email is the preferred method of contact during the fireworks season (April – September) due to the high demand on staff. Emails will be responded to promptly within one business day.

Act No. 635
Public Acts of 2018
Approved by the Governor
December 28, 2018
Filed with the Secretary of State
December 28, 2018
EFFECTIVE DATE: December 28, 2018

**STATE OF MICHIGAN
99TH LEGISLATURE
REGULAR SESSION OF 2018**

Introduced by Reps. Chirkun and Yaroch

ENROLLED HOUSE BILL No. 5940

AN ACT to amend 2011 PA 256, entitled “An act to revise, consolidate, and codify the laws relating to certain fireworks; to regulate the purchase, possession, sale, and use of certain fireworks; to establish a fireworks safety fund; to establish a fireworks safety fee; to provide for the transfer and expenditure of funds; to prescribe the powers and duties of certain state agencies; to provide for penalties and remedies; and to repeal acts and parts of acts,” by amending section 7 (MCL 28.457), as amended by 2013 PA 65.

The People of the State of Michigan enact:

Sec. 7. (1) Except as provided in this act, a local unit of government shall not enact or enforce an ordinance, code, or regulation pertaining to or in any manner regulating the sale, display, storage, transportation, or distribution of fireworks regulated under this act.

(2) A local unit of government may enact an ordinance regulating the ignition, discharge, and use of consumer fireworks, including, but not limited to, an ordinance prescribing the hours of the day or night during which a person may ignite, discharge, or use consumer fireworks. If a local unit of government enacts an ordinance under this subsection, the ordinance shall not regulate the ignition, discharge, or use of consumer fireworks on the following days after 11 a.m.:

- (a) December 31 until 1 a.m. on January 1.
- (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
- (c) June 29 to July 4 until 11:45 p.m. on each of those days.
- (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

(3) An ordinance under subsection (2) shall impose a civil fine of \$1,000.00 for each violation of the ordinance and no other fine or sanction. The ordinance must provide for the remittance of \$500.00 of the fine collected under the ordinance to the local law enforcement agency responsible for enforcing the ordinance.

(4) Beginning August 1, 2019, a local unit of government with a population of 100,000 or more or a local unit of government located in a county with a population of 750,000 or more may enact or enforce an ordinance that regulates the use of a temporary structure. An ordinance established under this subsection may include, but is not limited to, a restriction on the number of permits issued for a temporary structure, regulation of the distance required between 2 or more temporary structures, or a zoning ordinance that regulates the use of a temporary structure. An ordinance established under this subsection may not prohibit the temporary storage, transportation, or distribution of fireworks by a consumer fireworks certificate holder at a retail location that is a permanent building or structure. As used in this subsection, “temporary structure” means a movable structure that is used in the sale, display, storage, transportation, or distribution of fireworks, including, but not limited to, a tent or a stand.

Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 99th Legislature are enacted into law:

(a) House Bill No. 5939.

(b) House Bill No. 5941.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved

Governor



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: April 9, 2019
Re: Recreational Marihuana Establishment Opt-Out Ordinance

Overview

The City Commission passed a motion directing Staff to prepare an ordinance to opt-out of allowing recreational marihuana establishments in the City at the February meeting. That ordinance is attached. The City can choose to opt-in at any future date by adopting an ordinance that would repeal the attached and establish licensing and regulations for recreational marihuana establishments, likely once many or all the unresolved questions in the State Act are addressed through additional legislation or court decisions.

Background

All background information on the Act and issues surrounding the issue that we have reviewed and discussed in prior meetings is available for review on the City website at:

https://cityofpleasantridge.org/lsvr_document/recreational-marihuana-establishments/

Requested Action

City Commission consideration of the attached ordinance for approval.

City of Pleasant Ridge
Ordinance No. 436

AN ORDINANCE TO AMEND THE CITY OF PLEASANT RIDGE CODE OF ORDINANCES,
CHAPTER 42 – OFFENSES AND MISCELLANEOUS PROVISIONS

THE CITY OF PLEASANT RIDGE ORDAINS:

Section 1. Intent and Purpose

The purpose of this ordinance is to prohibit marihuana establishments within the City of Pleasant Ridge pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018.

Section 2. Amendment

The Code of Ordinances shall be amended by adding to Chapter 42, Article I, “In General”, a new Sec. 42-14 to read as follows:

ARTICLE I. - IN GENERAL

Sec. 42-14. – Marijuana establishments prohibited.

- (a) *Definitions.* Words used herein shall have the definitions as provided in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.
- (b) *Prohibition.* The City of Pleasant Ridge hereby prohibits all marihuana establishments within the boundaries of the City pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.
- (c) *Penalties.* A person who violates this section shall be responsible for a municipal civil infraction, punishable as provided in Chapter 1, Sec. 1-7 of the Code of Ordinances, with a maximum fine of \$500.00.

Section 3. Severability.

Should any provision or part of this Article be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Article, which shall remain in full force and effect.

Section 4. Repealer.

All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Savings clause.

Nothing in this Article shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 6. Effective Date.

This Ordinance shall become effective fifteen days after enactment and upon publication as provided by law.

Section 7. Adoption.

This Ordinance is hereby declared to have been adopted by the City Commission of the City of Pleasant Ridge at a meeting duly called and held on the ____ day of _____, 2019, and ordered to be given publication in the manner prescribed by law.

James Breuckman, City Manager

Amy M. Drealan, City Clerk



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: April 9, 2019
Re: Supplemental Building Inspection Services with City of Ferndale

Overview

Attached is a revised interlocal agreement allowing Pleasant Ridge to use Ferndale building inspectors for plan review and building inspection purposes.

Background

In March 2017 Pleasant Ridge and Ferndale entered into an interlocal agreement for shared building inspection services for the Walker Wire site, given that the building is located at the corporate boundary between Ferndale and Pleasant Ridge.

Since that time, we have found that it has been advantageous to have Ferndale inspectors available for supplemental services when our own inspectors are unavailable. We have had Ferndale inspectors fill in for our inspectors when they are on vacation and have used Ferndale inspectors for rental inspections. Those inspection services are not covered in the existing interlocal and have been handled on an ad hoc basis.

The attached interlocal agreement expands on the existing agreement and directly addresses the additional inspection services that Ferndale has been providing for us. The purpose of this revised agreement is not to replace our own inspectors, but to memorialize the expanded range of supplemental services Ferndale can provide for us.

Requested Action

City Commission consideration of the amended interlocal agreement for plan review and inspection services.

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY of PLEASANT RIDGE AND
THE CITY OF FERNDALE
FOR PLAN REVIEW AND INSPECTION SERVICES**

The Interlocal Agreement (the "Agreement") is made and entered into on _____, 2019, between the City of Pleasant Ridge (hereinafter referred to as "Pleasant Ridge") and the City of Ferndale (hereinafter referred to as "Ferndale").

WHEREAS, the State of Michigan "Stille-Derossett-Hale Single State Construction Code Act," Act 230 of 1972, MCL 125.1501, et seq. ("Act 230") establishes regulations, through the Michigan Building Code, for building construction and safety.

WHEREAS, the State of Michigan "Skilled Trades Regulation Act," Act 407 of 2016, MCL 339.5101 et seq. ("Act 407") establishes regulations for the registration of building officials, plan reviewers and inspectors.

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. ("Act 7"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

WHEREAS, Pleasant Ridge and Ferndale have qualified, Act 407 registered plan reviewers and inspectors available to perform plan reviews and inspections, as defined in this Agreement, and Pleasant Ridge and Ferndale have a mutual need for these services

WHEREAS, this service will further the public health, safety, and welfare, and promote efficiency and effectiveness of local governments;

THEREFORE, for mutual consideration hereinafter stated, Pleasant Ridge and Ferndale agree as follows:

**I.
COMMENCEMENT DATE**

The commencement date of this Agreement shall be _____.

II. TERM

This Agreement shall continue until terminated by either Pleasant Ridge or Ferndale as set forth in Article V, below.

III. SCOPE OF SERVICES

Pleasant Ridge and Ferndale agree to assist each other in providing plan review and inspection services subject to the following conditions:

- A. For purposes of this Agreement, “plan review and inspection services” includes plan reviews or inspections as mandated by Act 230, or related city ordinances as to enforcement of Act 230, the International Property Maintenance Code, Chapter 8, Article III of the Pleasant Ridge Code entitled “Licensure of Landlords”, and Chapter 8, Building and Building Regulations, Article X, “Registration of One and Two Family Dwellings for Rent or Lease” of the Ferndale Code.
- B. The building officials for each community shall coordinate meetings to establish procedures and policies for the sharing of resources for plan review and inspection services.
- C. Pleasant Ridge and Ferndale shall provide to each other on an “as needed”, “as available” basis, plan reviews or inspections by state registered plan reviewers or inspectors.
- D. Pleasant Ridge and Ferndale shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Pleasant Ridge’ and Ferndale’s staff, it being understood and acknowledged by Pleasant Ridge and Ferndale that the plan review and inspection requirements in their respective communities shall take precedence.
- E. All plan review and inspections provided under this agreement shall be performed in accordance with Act 407 and any other applicable laws, statutes, codes, and regulations,

IV. PAYMENT

Each party shall provide and exchange an itemized report to the other every month indicating the hours of service provided with time increments of no less than one quarter

hour. The party providing any hour of service or increment thereof shall be compensated by the other at a rate of \$75.00 per hour within thirty (30) days of the reports.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving thirty (30) days advance written notice of termination to the other party. In the event of such termination by either party, the hours of service shall be evaluated as noted in Section IV through the date of the termination of the agreement. Any outstanding compensation owed at the time of termination shall be paid.

VI. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the acts of Pleasant Ridge and Ferndale and their officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Pleasant Ridge and Ferndale, and their officials, officers, agents and employees in the other municipality. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Pleasant Ridge and Ferndale agree that at all times and for all purposes under the terms of this Agreement, Pleasant Ridge's relationship to Ferndale, and Ferndale's relationship to Pleasant Ridge, shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Pleasant Ridge or Ferndale as a result of this Agreement. Pleasant Ridge and Ferndale shall retain all authority for the rendition of services, standards of performance, control of personnel and other matters incidental to the performance of services by Pleasant Ridge or Ferndale under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other.

Liability and Indemnification. Pleasant Ridge and Ferndale shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employees, agents, and volunteers, the costs associated with those acts and omissions and the defense thereof. To the extent permitted by law, Pleasant Ridge shall hold harmless, indemnify and defend Ferndale and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Pleasant Ridge or its officials, officers, directors, employees, agents or volunteers. To the extent permitted by law, Ferndale shall hold

harmless, indemnify and defend Pleasant Ridge and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Ferndale or its officials, officers, directors, employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

VII. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Pleasant Ridge and Ferndale.

Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices or reports given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail, express delivery service, certified mail, or first class U.S. mail postage prepaid, to the City Manager of the other community.

Assignment and Delegation. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for one party over the other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

Contacts. Concerning matters associated with this Agreement, the primary contact person for Pleasant Ridge shall be James Breuckman, and the primary contact person for Ferndale shall be Jordan Twardy, or their successors.

Filing. Prior to its effectiveness, the interlocal agreement shall be filed with the clerk of Oakland County and with the Secretary of State, as required under Section 10(4) of Act 7.

VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder.

City of Pleasant Ridge

By: _____
Kurt Metzger
Mayor

Date: _____

City of Ferndale

By: _____
David Coulter
Mayor

Date: _____



City of Pleasant Ridge

Amy M. Drealan, City Clerk

From: Amy M. Drealan, City Clerk
 To: Mayor and City Commission
 Date: April 9, 2019
 Re: Property Assessing Agreement Renewal

Overview

The City of Pleasant Ridge contracts Property Assessing Services with Oakland County Equalization.

The current agreement assessing services will expire on June 30th. The proposed contract for your consideration this evening will be effective July 1, 2019 through June 30, 2022. The contract language is the same as previous years, and there is a slight increase this year. The cost per parcel has been increased by 1%/annually.

Rates	Current	2019-2020	2020-2021	2021-2022
Real Property (1,260 pacels)	\$ 14.00	\$ 14.14	\$ 14.28	\$ 14.42
Personal Property (87 parcels)	\$ 12.80	\$ 12.93	\$ 13.06	\$ 13.19

Requested Action

The agreement with Oakland County for assessing services be approved.

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF PLEASANT RIDGE
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF PLEASANT RIDGE, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341(hereafter, the "County"), and the City of Pleasant Ridge, a Michigan Constitutional and Municipal Corporation whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan, 48069 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged

violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2019 to June 30, 2022 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official

functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.
- 2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote,

layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or

assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2022, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County during the life of this Contract: For the contract year 2019-2020 the sum of \$14.14 for each real property description and \$12.93 for each personal property description rendered; for the contract year 2020-2021 the sum of \$14.28 for each real property description and \$13.06 for each personal property description rendered; and finally, for the contract year 2021-2022 the sum of \$14.42 for each real property description and \$13.19 for each personal property description. Payment for the contract year 2019-2020 is payable on or before July 1, 2020, payment for the contract year 2020-2021 is payable on or before July 1, 2021 and payment for the contract year 2021-2022 is payable on or before July 1, 2022.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or

liability whatsoever, any County services or performance obligations under this Contract.

§7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication)

contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-

related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.

§9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor.

Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Pleasant Ridge. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Pleasant Ridge

and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Pleasant Ridge.

- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in

any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Kurt Metzger, Mayor of the City of Pleasant Ridge hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Pleasant Ridge, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Pleasant Ridge to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
Kurt Metzger, Mayor
City of Pleasant Ridge

WITNESSED: _____ DATE: _____
Amy Drealan, Clerk
City of Pleasant Ridge

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

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

WITNESSED: _____ DATE: _____
(Print Name) _____ DATE: _____
County of Oakland



City of Pleasant Ridge

Amy M. Drealan, City Clerk

From: Amy M. Drealan, City Clerk
To: Mayor and City Commission
Date: April 4, 2019
Re: Closed Session

Overview

The attorneys representing the City of Pleasant Ridge have requested a meeting with the City Commission in closed session under section 8(e) of the Open Meetings Act, for discussion regarding trial or settlement strategy in connection with USCA 18-1253, Stallworth v City of Pleasant Ridge, et al. Closed Session materials are not subject to the Open Meetings Act and are confidential. Information related to the closed session will be hand delivered to you at home when received prior to the meeting.

Requested Action

City Commission vote to move into Closed Session.