

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

**City Commission Meeting  
February 9, 2021  
Agenda**

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, February 9, 2021, at 7:30pm, via teleconference as described below. 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. **Sign Ordinance Amendments.**
  - a. **Public Hearing** – Solicitation of public comments on an ordinance to amend Pleasant Ridge City Code, Chapter 54, Article I – Temporary and Nonconforming Signs, Section 54-2 – Definition, Section 54-7(b)(6) – Election Signs, Section 54-7(b)(8) – Sandwich Board Signs, Section 54-7(b)(9) – Street Banner Signs, and to amend the Pleasant Ridge Zoning Ordinance, Chapter 82, to remove the provisions dealing with temporary signs, and to revise sections of Chapter 82 accordingly.
  - b. Ordinance to amend Pleasant Ridge City Code, Chapter 54, Article I – Temporary and Nonconforming Signs, Section 54-2 – Definition, Section 54-7(b)(6) – Election Signs, Section 54-7(b)(8) – Sandwich Board Signs, Section 54-7(b)(9) – Street Banner Signs, and to amend the Pleasant Ridge Zoning Ordinance, Chapter 82, to remove the provisions dealing with temporary signs, and to revise sections of Chapter 82 accordingly.
6. **Introduction of Police Officer Marc Kieleszewski.**
7. **Governmental Reports.**
8. **City Commission Liaison Reports.**
  - **Commissioner Wahl – Recreation Commission.**
  - **Commissioner Budnik – Ferndale Public Schools.**
  - **Commissioner Perry – Planning/DDA.**
  - **Commissioner Scott – Historical Commission.**

**9. Consideration of the following 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 minutes of the Public Hearing and Regular City Commission Meeting held Tuesday, January 12, 2021.
- b. Monthly Disbursement Report.
- c. Resolution regarding 2021 Federal Poverty Guidelines.
- d. Interlocal agreement between the City of Pleasant Ridge and the County of Oakland regarding the Restaurant Relief Program.
- e. Certification of delinquent utility bills for collection on the 2021 Summer Tax Roll.

**10. Oakland County Community Development Block Grant Program Year 2021 Community Application and Subrecipient Agreement.**

- a. **PUBLIC HEARING** – Oakland County Community Development Block Grant Program Year 2021 Community Application and Subrecipient Agreement.
- b. Oakland County Community Development Block Grant Program Year 2021 Community Application and Subrecipient Agreement.

**11. City Manager’s Report.**

**12. Other Business.**

**13. Adjournment.**

Due to the COVID-19 State of Emergency declared by the Governor’s Executive Order 2020-4, the limitation on public assemblies of Executive Order 2020-11, and the permitting of public meetings by remote participation allowed by Governor’s Executive Order 2020-15, the February 9, 2021, Pleasant Ridge City Commission meeting will be conducted via remote participation.

All members of the public will be permitted to participate during the public comment and public hearing portions of the meeting. There are two ways that members of the public can participate in the meeting 1) by joining the Zoom meeting by computer videoconference, or 2) by watching the meeting livestream on the City’s YouTube channel or public access channel and providing comments by email at appropriate times during the meeting. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



# City of Pleasant Ridge

James Breuckman, City Manager

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From: Jim Breuckman, City Manager  
To: City Commission  
Date: February 4, 2021  
Re: Sign Ordinance Amendments

## Overview

Due to recent court cases, most notably Reed v. Gilbert from 2015 decided by the Supreme Court, our sign regulations require review and revision. The amendments and updates we must make are not major in scope, but it is important to ensure that we are current with our standards.

The Planning Commission held a public hearing on the proposed amendments and recommended approval to the City Commission on December 14, 2020.

## Background – Article 54

The sign ordinance amendment consists of two parts, an amendment creating a new Article 54 in the Code of Ordinances addressing temporary signs, and an amendment to the sign standards in the Zoning Ordinance, Chapter 82 to regulate permanent signs. The temporary sign standards are largely consistent with our current standards. Most of the changes are to ensure that our standards regulate time, manner and place but not content, as sign speech is protected under the first amendment.

The standards for temporary signs have been revised to allow each property to display up to three temporary signs for a period of one year, in response to discussion at the January 12 City Commission meeting. Previously the standards allowed for one sign to be displayed for a period of up to one year, and two additional signs for a period of 30 days each.

## Background – Article 82

The changes to the sign ordinance in Article 82 are limited to eliminating all temporary sign regulations and a few housekeeping amendments to update section references. No changes are proposed to how we regulate permanent signs.

## Requested Action

City Commission consideration of the proposed ordinance amendment after holding the public hearing.

**The Code of Ordinances shall be amended by adding to Chapter 54, a new Article I.—TEMPORARY AND NONCONFORMING SIGNS to read in its entirety as follows.**

**ARTICLE I. - TEMPORARY AND NONCONFORMING SIGNS**

**Sec. 54-1. - Intent and Purpose – Compelling/Important Municipal Police Power Objectives and Relationship of Regulations to the Objectives.**

Signs can obstruct views, distract motorists, displace alternative uses for land, interfere with uses of adjacent properties and pose other problems that legitimately call for regulation. The purpose of this chapter is to establish reasonable standards for the time, place, and manner of the erection and use of signs, symbols, markings, and advertising devices within the city. The standards are designed to promote the health, public safety, and welfare of persons within the community, including the promotion of traffic safety and aesthetics, and to aid in development and promotion of business and industry by providing sign regulations that encourage creativity, effectiveness, and flexibility in design and use of such devices without creating detriment to the general public. The intent is to allow communication through signage while encouraging aesthetic quality in design, locality, and size of signs. This chapter is to be read in a manner consistent with the First Amendment guarantee of free speech.

The following municipal interests are considered by the city to be “compelling” and “important” government interests. Each interest is intended to be achieved in a manner that represents the least restrictive means of accomplishing the stated interest, and in all events intended to promote an important government interest that would be achieved less effectively absent the regulation. These important government interests are in no respect intended to target the content of messages to be displayed on signs but seek to achieve non-speech objectives. Accordingly, it is the intent of this chapter to:

- a) Ensure that the constitutionally-guaranteed right of free speech is protected and to allow signs as a means of communication, subject to appropriate and legally-permissible time, place, and manner restrictions.
- b) Protect public investment in public structures, open spaces and thoroughfares.
- c) Minimize the adverse impacts of signs on nearby public and private property.
- d) Enhance the effectiveness of necessary directional and warning signs.
- e) Preserve property values.
- f) Recognize that advertising signs are a legitimate advertising medium in the locations which neither lessen the visual attributes of the city through the placement of such signs, nor cause confusion, safety problems or lessen the ability to identify local businesses through visual clutter.
- g) Regulate the number and size of advertising signs within the city in the interests of economic prosperity, civic pride, quality of life and general welfare of the people who reside in, are visiting, are employed in or conduct business in the city.
- h) Avoid or minimize the creation or maintenance of blight or nuisance conditions in the city.
- i) Preserve landmark signs of historical or community significance

**Sec. 54-2. - Definitions.**

Words, terms, and phrases that are defined in section 82-3 shall have the same meaning as used in this

article. Additionally, the following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned or Obsolete Sign* means an on-premises sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least 60 days.

*Commercial Business* means a business establishment that sells goods or provides services directly to consumers including but not limited to restaurants, offices, grocery stores, pharmacies, convenience stores, retail stores selling clothing, food, and personal items, personal service establishments, dry cleaning services, and similar uses.

*Feather Flag* means a vertically oriented banner attached to a single pole allowing the fabric to hang loose.

*Nonconforming Sign* means any sign that does not conform to the current requirements of chapter 82 - Zoning.

*Off-Premises Sign* means a sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on property other than where the sign is located.

*On-Premises Sign* means a sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign is located.

*Sandwich Sign* means a freestanding sign used in connection with a commercial business.

*Street Banner Sign* means any cloth, bunting, plastic, paper, or similar non-rigid material attached to a.) a building or b.) any single staff, pole, or framing which is anchored on two or more edges or at all four corners. These banners are temporary in nature and do not include flags.

*Temporary Sign* means a sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or signs not permanently embedded in the ground, or not permanently affixed to a building or structure that is permanently embedded in the ground, are considered temporary signs.

### **Sec. 54-3. - Noncommercial message permitted.**

Anything in this article to the contrary notwithstanding, a temporary sign permitted in this article or in chapter 82, section 82-196 as a permanent on-premises sign or off- premises sign may contain a lawful non- commercial message, except for traffic signs, railroad crossing signs, danger or other emergency signs, and directional signs.

### **Sec. 54-4. - Prohibited signs.**

All signs not expressly permitted under this chapter, or chapter 82, are prohibited in the city. Such prohibited signs include, but are not limited to, the following:

- a) Beacons;
- b) Pennants, feather flags, and/or streamers;
- c) Any strobe, flashing, or oscillating lights either from the interior or exterior of a building.
- d) Roof signs;

- e) Flags, except those allowed by Sec 54-7 (b)(10);
- f) Inflatable signs and tethered balloons.
- g) Animated signs, including signs containing flashing, intermittent or moving lights or with moving or revolving parts.
- h) Signs affixed to utility poles or to trees, rocks, shrubs or natural features, provided signs on a rock denoting a site of historical significance or a person being honored may also be allowed.
- i) Signs which imitate traffic signals, traffic direction signs, or similar traffic control devices or signs which make use of words such as “stop,” “look,” “danger,” or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead, or confuse.
- j) Any sign which is not an on-premises sign, unless expressly allowed by this article or Chapter 82.

**Sec. 54-5. - Permanent signs.**

Any sign which is not considered a temporary sign shall be subject to the requirements of chapter 82, section 82-196 of this Code.

**Sec. 54-6. - Nonconforming and abandoned or obsolete signs.**

- a) *Nonconforming signs.* The lawful use of a temporary sign exactly as the sign existed on the date of the amendment that added this article may be continued, except as otherwise provided in this article, although that sign does not conform to this article. It is the intent of this chapter, however, to recognize the eventual elimination, as expeditiously as is reasonable, of such lawful nonconforming signs.
- b) *Alterations prohibited.* A nonconforming temporary sign, shall not be expanded, relocated, or structurally altered so as to prolong the life of the sign or to change the shape, size, type, or design of the sign, or in any way that would increase the degree or extent of nonconformity of such sign.
- c) *Abandoned or obsolete signs.* Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such a sign. An abandoned or obsolete sign and its supporting structure shall be removed by the property owner or lessee of the premises upon which the sign is located within thirty (30) days after written notice from the city manager or his or her designee.

**Sec. 54-7. - Temporary signs.**

Temporary signs may be erected in accordance with the use, area, height, and placement regulations of this section.

- a) *General conditions.*
  - 1) No temporary sign shall be located on a utility pole or within, project into, or overhang any public right-of-way, except as otherwise permitted herein. Any sign placed in violation of this section shall be considered a violation of this chapter and may be removed by the city at the expense of the owner. Signs allowed are those erected by or on behalf of a governmental or other public agency to post legal notices, identify public property, convey public information, direct or regulate pedestrian or vehicular traffic.

- 2) All temporary signs shall be erected and maintained in compliance with all applicable building codes, and other applicable ordinances governing construction within the city. In the event of conflict between this section and other laws, the most restrictive shall govern.
  - 3) All temporary signs shall be so placed as to not interfere with the visibility or effectiveness of any official traffic sign or signal; driver vision at any access point or intersection; or pedestrian movement on any public sidewalk or safety path.
  - 4) No temporary sign shall be erected, relocated or maintained to obstruct firefighting or prevent free access to any door, window or fire escape.
  - 5) Temporary signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.
  - 6) Temporary signs shall be subject to the maintenance standards of this Code.
  - 7) No temporary sign may be placed on private property without the permission of the property owner. Temporary signs placed upon property in the city in violation of this section may be removed by the city, the owner of the sign, or the owner of the property where a sign has been placed, or their designees. A temporary sign that has been removed by the city will be kept for five days, at which time the sign may be destroyed or disposed by the city.
- b) *Standards for temporary signs.* Except as provided below, each lot may display up to three temporary signs for a period not to exceed one year. Each face of a sign shall not exceed six square feet in area. The maximum height of a sign and any supporting structure shall be four feet. In addition, the following types of temporary signs shall be allowed in all districts subject to the specific standards below, and without any durational limit, except as specifically provided below.
- 1) Municipal Signs on Public Property. Signs which are regulated and approved by local, state, or federal government agencies.
  - 2) Municipal Signs on Private Property. Federal, state, county, or local required signs on private property, not to exceed six square feet.
  - 3) Municipal Traffic and Safety Signs. Traffic or other municipal signs such as legal notices, railroad crossing, danger, and other emergency signs as may be approved by the city manager or his/her designee.
  - 4) Pedestrian and Traffic Flow Signs on Private Property. Incidental signs which are intended to direct, eliminate, or restrict the flow of pedestrian and vehicular traffic on private property. The sign shall not exceed two square ft. in area and four feet in height, shall contain no advertising, and may be illuminated.
  - 5) Window Signs. Window signs shall be limited to no more than 25% of the total window area of the side of the building facing the front lot line, or in the case of a corner lot, one of the sides. In a building occupied by more than one individual unit, establishment, or space is limited to 25% of the total window area for that unit, establishment or space facing the front lot line or, in the case of a corner unit, one of the sides.
  - 6) Elections. In recognition that there is a need for additional expression of speech prior to a scheduled election, the following applies for a period of sixty (60) prior to until 14 days after a city-designated election day on which there is at least one (1) ballot item:
    - a. the maximum allowable number of temporary signs shall be nine (9),
    - b. the maximum area of each temporary sign face shall be thirty-two (32) square feet for

- any lot with frontage on Woodward Avenue, and six (6) square feet for all other lots; and
- c. the maximum height shall be six (6) feet for any lot with frontage on Woodward Avenue, and four (4) feet on any other lot.
- 7) Real Estate Sales. When all or a portion of a building or land area on a lot is listed for sale or lease, the maximum display time of freestanding temporary signs and temporary signs mounted on building walls shall be for the duration of the time the building or land area is listed for sale.
  - 8) Sandwich Signs. Only on lots on which a commercial business is located, sandwich signs are allowed in accordance with the following standards. Each such lot may have one such sign, which:
    - a. must be of A-frame construction with a minimum base spread of two feet and a maximum height of four feet.
    - b. may not exceed eight square feet per side.
    - c. shall be kept within fifteen (15) feet of the building entrance to the business to which the sign pertains and shall not obstruct pedestrian traffic or impede maintenance and/or snow and ice removal.
    - d. May not be located to obstruct the view of oncoming traffic from any driveway or intersection.
    - e. may not be illuminated by any means and may not have any moving parts.
    - f. may only be in place during the commercial establishment's business hours.
    - g. may not be displayed from vehicles parked in front of or adjacent to the lot.
    - h. must be stored indoors when not in use or when the business to which it pertains is closed.
  - 9) Street Banner Signs. Only on lots on which a commercial business is located, street banner signs are allowed in accordance with the following standards:
    - a. A lot may display street banner signs for one period each calendar year, each period not to exceed twenty-eight (28) calendar days.
    - b. No illumination shall be allowed
    - c. The sign may not interfere with the visibility of traffic signals or signs
    - d. No more than two street poles are allowed per lot
    - e. Each street pole may have up to two banners.
    - f. Each lot may have a maximum total of four banners, whether attached to a pole or a building.
    - g. Each banner, whether attached to a street pole or a building:
      - i. shall have a maximum area of 12.5 square feet.
      - ii. the lowest edge of which shall be at least two feet above the finished grade
      - iii. must be made of lightweight and durable fabrics with wind slits.
      - iv. must not be frayed, torn, or faded so that they are no longer legible.
  - 10) Flags. Except as otherwise provided in Chapter 82 -Zoning, flags may be displayed as



follows:

- a. Each parcel of land may display not more than four (4) flags each not exceeding twenty-four (24) square feet, and
- b. All flags shall be maintained in good repair to prevent tearing, fraying or other deterioration. The failure to replace or repair a deteriorated flag within thirty (30) days' notice of such condition shall constitute a violation of this Code.

**Sec. 54-8. - Appeals.**

- a) Appeal from the ruling of any officer, department, board or bureau of the city concerning the enforcement of the provisions of this article may be made by any aggrieved party within thirty (30) days of the ruling to the Zoning Board of Appeals.
- b) The Zoning Board of Appeals shall have the same authority to hear and decide appeals and grant variances from the application of this chapter as granted to the Zoning Board of Appeals for zoning matters as set forth in chapter 82 of this Code. In exercising these duties, the Zoning Board of Appeals shall follow the same procedures and apply the same standards as set forth in chapter 82 for dimensional variances.

**Sec. 54-9. - Violations; signs in violation declared public nuisance.**

- a) It shall be unlawful for any person to erect, construct, maintain, enlarge, alter, move, or convert any sign in the city, or cause or permit the same to be done on such person's property contrary to or in violation of any of the provisions of this chapter.
- b) Any sign which is erected, constructed, maintained, enlarged, altered, moved, or converted in violation of any of the provisions of this chapter is hereby declared to be a public nuisance per se, and may be abated by order of any court of competent jurisdiction.

City of Pleasant Ridge  
Ordinance No. \_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF PLEASANT RIDGE CODE OF ORDINANCES,  
CHAPTER 82 – ZONING

THE CITY OF PLEASANT RIDGE ORDAINS:

**Section 1. Intent and Purpose**

The City desires to amend its Zoning Ordinance to remove provisions dealing with temporary signs, which are now contained in Chapter 54, and to revise sections of this chapter accordingly

**Section 2. Amendment**

1. The following provisions of the City’s Zoning Ordinance are hereby deleted:
  - Section 82-3. *Sign*, subsection (6), definition of “*Political sign*” and subsection (7), definition of “*Portable sign*”.
  - Section 82-196 (k), subsections (6), (7), (10), (11) and (12), and renumber the remaining sections accordingly.
  - Section 82-196 (l), subsection (11), and renumber the remaining section accordingly..
2. Renumber Section 82-3 *Sign*, former subsections (8)-(10) as subsections (7)-(9) respectively, and former subsection (12) as subsection (11)
3. Amend Section 82-3 *Sign*, former subsection (11), *Temporary sign* as subsection (10) and to read in its entirety as follows:

(10) *Temporary sign* means a sign intended to display either commercial or noncommercial messages of a transitory or temporary nature. Portable signs or signs not permanently embedded in the ground, or not permanently affixed to a building or structure that is permanently embedded in the ground, are considered temporary signs.
4. The following definition is added to Section 82-3, *Sign*:

(6) *Permanent sign* means any sign which is not a temporary sign as defined herein.
5. Amend Section 82-196 (d) *Exceptions* to read in its entirety as follows.

(d) *Exceptions.* This section shall not apply to any temporary sign. Temporary signs are regulated by Chapter 54.

6. Amend the title and first sentence of Section 82-196(k) to read as follows:

*Permanent signs permitted in all districts.* Permanent signs specified in this section are permitted.... (continue as in original)

**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 \_\_\_\_\_, 202\_, and ordered to be given publication in the manner prescribed by law.

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James Breuckman, City Manager

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Amy M. Allison, City Clerk



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

**Regular City Commission Meeting  
January 12, 2021**

Having been duly publicized, Mayor Metzger called the meeting to order at 7:32pm.

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

**Public Discussion**

Mayor Metzger discussed the Voter Challenge Award offered by Mr. Matt Pernick. The challenge was offered as a reward for voter turnout at the November 2020 election. Pleasant Ridge was awarded \$500.00 which was donated to Ferndale Youth Assistance and Ferncare.

**Governmental Reports**

Chief Kevin Nowak, Pleasant Ridge Police Department, introduced the newest member of the department Officer Jean-Pierre Cormier. Officer Cormier thanked the Commission for the opportunity to serve the citizens of Pleasant Ridge. Chief Nowak announced Pleasant Ridge Officers will be wearing centennial badges for 2021 to commemorate 100 years since the first Pleasant Ridge Officer was sworn in. He also gave updates on Code Enforcement activities and a brief crime update.

Regina Weiss, Michigan State Representative, gave a brief update regarding the state government activities. She discussed unemployment and the COVID vaccine rollout.

**Governmental Reports**

Commissioner Scott gave an update from the Historical Commission. September 11, 2021 is the tentative date for the Home and Garden Tour. The next meeting will be held February 3, 2021.

Commissioner Wahl gave an update from the Recreation Commission. She detailed upcoming events related to the Recreation Department. Discussed money raised for Gleaners.

Commissioner Budnik did not have a report from Ferndale Public Schools.

Commissioner Perry gave an update from the Planning Commission/DDA. There was a meeting held in December regarding updates to the sign ordinance. The recommendation by the Planning Commission was to move for City Commission action. The next Planning Commission/DDA meeting will be held January 25<sup>th</sup>.

**Consent Agenda**

**21-3490**

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

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

**Establishing Public Hearing 2/9/2021 at 7:30pm regarding Sign Ordinance Amendments**

Need gave an overview of the proposed sign ordinance amendments. These amendments bring the City’s ordinances into compliance with recent Supreme Court decisions. Breuckman gave a more detailed explanation of the proposed amendments. Mr. Jason Krzysiak, 55 Wellesley, voiced concerns regarding the proposed amendments, he would like to see the Commission pass the most permissive ordinance allowable. Scott requested Mr. Krzysiak forward his comments to the Commission for their consideration.

**21-3491**

Motion by Commissioner Perry second by Commissioner Scott, that a public hearing be established for Tuesday, February 9, 2021 at 7:30pm, to solicit public comments on an ordinance to amend Pleasant Ridge City Code, Chapter 54, Article I – Temporary and Nonconforming Signs, Section 54-2 – Definition, Section 54-7(b)(6) – Election Signs, Section 54-7(b)(8) – Sandwich Board Signs, Section 54-7(b)(9) – Street Banner Signs, and to amend the Pleasant Ridge Zoning Ordinance, Chapter 82, to remove the provisions dealing with temporary signs, and to revise sections of Chapter 82 accordingly.

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

**Junior Commission Appointments**

**a. Historical Commission**

**21-3492**

Motion by Commissioner Scott, second by Commissioner Perry, that the appointment of Rosemary Spatafora and Colleen McKenna to the Pleasant Ridge Historical Commission and the reappointment of Mr. Don Daniels to the Pleasant Ridge Historical Commission, terms to expire December 31, 2023, be approved.

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

**b. Planning Commission/DDA**

**21-3493**

Motion by Commissioner Perry, second by Commissioner Scott, that the appointment of Stephanie Vemula to the Pleasant Ridge Planning Commission/DDA and the reappointment of Tom, Wilkinson to the Pleasant Ridge Planning Commission/DDA, terms to expire December 31, 2023, and the appointment of Tim Matyas to the Planning Commission/DDA to a partial term, term to expire December 31, 2022 be approved.

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

**c. Recreation Commission**

**21-3494**

Motion by Commissioner Wahl, second by Commissioner Scott, that the reappointment of Al Kaczkowski, Catherine Russell, and James Leyerly to the Pleasant Ridge Recreation Commission, terms to expire December 31, 2023, be approved.

Adopted:                   Yeas: Commissioners Wahl, Scott, Budnik, Budnik, Mayor Metzger  
                                  Nays: None

**d. Library Board**

**21-3495**

Motion by Commissioner Budnik, second by Commissioner Scott, that Mary Foreman be appointed to serve as the City's liaison to the Huntington Woods Library Board be approved.

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

**Citywide Street sign replacement discussion**

Breuckman gave a brief presentation regarding the ongoing street sign replacement. There was a request by Budnik to escalate the replacement of the rest of the street signs. Breukman will come up with a replacement schedule over the next 6-9 months. The older signs that are replacement may be offered to the Pleasant Ridge Foundation for use as an auction item. The newer signs are easier to read and lighter weight. The direction Breuckman received was to proceed with the replacement project. Mr. Ted Zachary, 68 Devonshire, requested that the signs be oriented differently on the pole so they are easier to read. Perry received a comment from a resident about adding "Blvd" or "Ave" at the end of some streets, such as Elm Park. By adding the additional letters, the overall sign is smaller and can sometimes be harder to read.

**21-3496**

Motion by Commissioner Scott, second by Commissioner Budnik, that staff be directed to begin the process of completing the citywide street sign replacement project over a one-year period.

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

**Closed Session**

**21-3497**

Motion by Commissioner Budnik, second by Commissioner Wahl, that the Pleasant Ridge City Commission move into closed session under section 8(e) of the Open Meetings Act, and MCL 15.268 (e) and (h), to consult with our attorney regarding trial or settlement strategy in connection with Phillips v City of Pleasant Ridge, et al., Circuit Court Case No. 17-157620-NZ. (8:34pm)

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

Mayor Metzger reconvened the Regular City Commission Meeting at 9:14pm.

**Settlement Agreement**

**21-3498**

Motion by Commissioner Perry, second by Commissioner Scott, that the Pleasant Ridge City Commission adopt the settlement agreement in connection with Phillips v City of Pleasant Ridge, et al., Circuit Court Case No. 17-157620-NZ as presented by legal counsel.

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

**Establish public hearing 2/9/2021 at 7:30pm, 2021 CDBG Program**

**21-3499**

Motion by Commissioner Perry, second Wahl, that a public hearing be established for Tuesday, February 9, 2021 at 7:30pm to solicit public comments on the 2021 Community Development Block Grant (CDBG) application and subrecipient agreement.

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

**City Manager's Report**

None.

**Other Business**

None.

With no further business or discussion, Mayor Metzger adjourned the meeting at 9:20pm.

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Mayor Kurt Metzger

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Amy M. Allison, City Clerk

January 2021

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	8,302.71
ACCOUNTS PAYABLE	\$	606,362.03
TAX LIABILITIES	\$	530,984.26
<b>TOTAL</b>	<b>\$</b>	<b>614,664.74</b>

PAYROLL

January 13, 2021	\$	38,807.15
January 27, 2021	\$	37,185.05
<b>TOTAL</b>	<b>\$</b>	<b>75,992.20</b>



CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
 PAYROLL LIABILITIES  
 January 2021

Check Date	Check	Vendor Name	Description	Amount
1/13/2021	6410500194	VOID CHECK	VOID CHECK	\$ -
1/13/2021	6410500195	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,762.33
1/13/2021	6410500196	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
1/13/2021	6410500197	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 510.77
1/13/2021	6410500198	VOID CHECK	VOID CHECK	\$ -
1/13/2021	6410500199	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 32.09
1/13/2021	6410500200	FOPLC	UNION DUES	\$ 188.00
1/13/2021	6410500201	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,362.33
1/27/2021	6410500203	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,818.04
1/27/2021	6410500204	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 32.09
1/27/2021	6410500205	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 608.24
1/27/2021	6410500206	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
1/27/2021	6410500207	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,781.82
1/27/2021	6410500208	FOPLC	UNION DUES	\$ 47.00
TOTAL PAYROLL LIABILITIES				\$ 8,302.71

**CHECK REGISTER FOR CITY OF PLEASANT RIDGE**  
**TAX LIABILITIES**  
 January 2021

Check Date	Check	Vendor Name	Description	Amount
1/12/2021	2797	CITY OF PLEASANT RIDGE-DDA	2020 TAX COLLECTIONS	\$ 5,559.85
1/12/2021	2798	CITY OF PLEASANT RIDGE-GENERAL	2020 TAX COLLECTIONS	\$ 278.27
1/12/2021	2799	CITY OF PLEASANT RIDGE-TAXES	2020 TAX COLLECTIONS	\$ 136,360.00
1/12/2021	2800	CORELOGIC CENTRALIZED REFUNDS	2020 WINTER TAX OVERPAYMENT	\$ 113.29
1/12/2021	2801	DANIEL COSTELLO	2020 SUMMER TAX OVERPAYMENT	\$ 1,054.14
1/12/2021	2802	FERNDALE SCHOOL DISTRICT	2020 TAX COLLECTIONS	\$ 58,441.68
1/12/2021	2803	JANET TIGERTT	2020 WINTER TAX OVERPAYMENT	\$ 18.00
1/12/2021	2804	OAKLAND COUNTY BROWNFIELD AUTH	2020 TAX COLLECTIONS	\$ 271.77
1/12/2021	2805	OAKLAND COUNTY TREASURER	2020 TAX COLLECTIONS	\$ 186,507.25
1/12/2021	2806	OAKLAND COUNTY TREASURER	2020 TAX COLLECTIONS	\$ 89,876.29
1/26/2021	2807	ANGELA CHMIELEWSKI	2020 TAX OVERPAYMENT	\$ 477.02
1/26/2021	2808	CITY OF PLEASANT RIDGE-GENERAL	2020 TAX COLLECTIONS	\$ 51.83
1/26/2021	2809	CITY OF PLEASANT RIDGE-TAXES	2020 TAX COLLECTIONS	\$ 22,203.42
1/26/2021	2810	FERNDALE SCHOOL DISTRICT	2020 TAX COLLECTIONS	\$ 8,461.59
1/26/2021	2811	OAKLAND COUNTY TREASURER	2020 TAX COLLECTIONS	\$ 21,309.86
TOTAL TAX LIABILITIES				\$ 530,984.26

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
ACCOUNTS PAYABLE  
January 2021

Check Date	Check	Vendor Name	Description	Amount
01/12/2021	24254	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATIONS	\$ 1,033.50
01/12/2021	24255	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 55.00
01/12/2021	24256	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$ 1,147.25
01/12/2021	24257	ALPHA PSYCHOLOGICAL SERVICES LLC	PRE EMPLOYMENT SCREENING	\$ 1,450.00
01/12/2021	24258	AMY ALLISON	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24259	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 1,364.60
01/12/2021	24260	ASCENSION MICHIGAN AT WORK	PRE EMPLOYMENT SCREENING	\$ 98.00
01/12/2021	24261	BADGER METER, INC.	WATER METER SUPPORT SERVICES	\$ 37.38
01/12/2021	24262	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 4,542.46
01/12/2021	24263	CITY OF FERNDALE	FIRE SERVICES AGREEMENT	\$ 21,381.72
01/12/2021	24264	CITY OF FERNDALE	INSPECTION SERVICES	\$ 2,700.00
01/12/2021	24265	CITY OF FERNDALE	DISPATCH SERVICES AGREEMENT	\$ 3,250.00
01/12/2021	24266	CITY OF PLEASANT RIDGE-GENERAL	UTILITIES SERVICES	\$ 14,906.60
01/12/2021	24267	COMMUNITY MEDIA NETWORK	MEETING RECORDINGS	\$ 250.00
01/12/2021	24268	D'ANGELO BROTHERS	WATER SERVICES CURB STOP REPAIRS	\$ 3,750.00
01/12/2021	24269	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 8,900.00
01/12/2021	24270	DETROIT SALT COMPANY LLC	BULK ROAD SALT PURCHASES	\$ 10,610.62
01/12/2021	24271	EUGENE LUMBERG	PROSECUTION SERVICES	\$ 405.00
01/12/2021	24272	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE SERVICES	\$ 433.00
01/12/2021	24273	GREG CALBECK	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24274	HARTWELL CEMENT COMPANY	CONCRETE PAVEMENT REPAIR PROGRAM	\$ 84,061.96
01/12/2021	24275	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	\$ 150.92
01/12/2021	24276	HUNT SIGN COMPANY, LTD	STREET SIGN MAINTENANCE SUPPLIES	\$ 1,300.00
01/12/2021	24277	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	\$ 125.00
01/12/2021	24278	J & J AUTO TRUCK CENTER	POLICE VEHICLE MAINTENANCE	\$ 409.46
01/12/2021	24279	JAMES BREUCKMAN	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24280	KERSTEN EMSLEY	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24281	KEVIN NOWAK	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24282	LEGAL SHIELD	PREPAID LEGAL BENEFIT	\$ 25.90
01/12/2021	24283	LEVINE & SONS	BALANCE OF STREET BOND	\$ 2,027.42
01/12/2021	24284	MANER COSTERISAN	AUDIT SERVICES	\$ 3,000.00
01/12/2021	24285	METRO CARBONIC	HELIUM TANK RENTAL	\$ 79.75
01/12/2021	24286	MICH.MUNICIPAL WORKER'S COMP.	WORKER COMPENATION PREMIUM	\$ 548.00
01/12/2021	24287	MICHELLE DELACOURT	RIDGER AND MAGNET DESIGN SERVICES	\$ 425.00
01/12/2021	24288	MICHIGAN MUNICIPAL LEAGUE	Q-4 2020 UNEMPLOYMENT CONTRIBUTION	\$ 3.54
01/12/2021	24289	MOTOROLA	POLICE DEPARTMENT SUPPLIES-RADIOS	\$ 30,989.05
01/12/2021	24290	NYE UNIFORM	UNIFORM SUPPLIES	\$ 1,189.00
01/12/2021	24291	O'REILY AUTO PARTS	VEHICLE MAINTENANCE	\$ 137.48
01/12/2021	24292	OAKLAND COUNTY ROAD COMMISSION	SIGNAL MAINTENANCE	\$ 64.86
01/12/2021	24293	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT-NOVEMBER 2020	\$ 100,952.52
01/12/2021	24294	OAKLAND COUNTY TREASURER	ELECTION SUPPLIES - AUGUST 2020	\$ 342.00
01/12/2021	24295	OAKLAND SCHOOLS	PRINTING AND MAILING SERVICES	\$ 978.18
01/12/2021	24296	PATRICK THOMPSON DESIGNS, INC	PARK PAVILLION PROJECT	\$ 53.85
01/12/2021	24297	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 5,757.00
01/12/2021	24298	PLANTE MORAN GROUP BENEFIT ADVISORS	QUARTERLY BENEFIT ADMINSTRATION	\$ 1,362.50
01/12/2021	24299	RAY KRAJEWSKI	RECREATION PROGRAM SUPPLIES- COVID	\$ 375.00
01/12/2021	24300	ROBERT RIED	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24301	SCHEER'S ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	\$ 86.27
01/12/2021	24302	SHAWNIE STAMPER	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24303	SOCRRRA	REFUSE COLLECTION AGREEMENT	\$ 18,497.76

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
ACCOUNTS PAYABLE  
January 2021

Check Date	Check	Vendor Name	Description	Amount
01/12/2021	24304	SOCWA	LEAD LINE SERVICE REPLACEMENT PROGRAM	\$ 49,506.00
01/12/2021	24305	SOCWA	WATER PURCHASES-DECEMBER 2020	\$ 11,949.22
01/12/2021	24306	TEPEL BROTHER PRINTING	NEWSLETTER AND MAGNET PRINTING	\$ 3,538.00
01/12/2021	24307	TIMOTHY SCHULTZ	PERFORMANCE BONUS	\$ 600.00
01/12/2021	24308	TOSHIBA FINANCIAL SERVICES	COPIER LEASE SERVICES	\$ 925.98
01/12/2021	24309	TRAFFIC IMPROVEMENT ASSOC.	2021 MEMBERSHIP DUES	\$ 840.00
01/12/2021	24310	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	\$ 549.98
01/12/2021	24311	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFIT	\$ 500.89
01/12/2021	24312	WETMORE TIRE AND AUTO	POLICE VEHICLE MAINTENANCE	\$ 646.00
01/12/2021	24313	WEX BANK	FUEL PURCHASES	\$ 935.48
01/12/2021	24314	XFER COMMUNICATIONS	ONSITE COMPUTER REPAIRS	\$ 501.20
01/26/2021	24315	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 10,234.61
01/26/2021	24316	ASCENSION MICHIGAN AT WORK	PREEMPLOYMENT EXAM	\$ 169.00
01/26/2021	24317	BELL EQUIPMENT COMPANY	STREETSWEeper MAINTENANCE	\$ 307.60
01/26/2021	24318	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	\$ 4,542.46
01/26/2021	24319	BRILAR	DPW SERVICES	\$ 60,108.24
01/26/2021	24320	BRILAR	DPW SERVICES	\$ 20,720.95
01/26/2021	24321	BRILAR	DPW SERVICES	\$ 17,280.01
01/26/2021	24322	CITY OF FERNDALE	FIRE SERVICES AGREEMENT	\$ 21,381.72
01/26/2021	24323	CITY OF FERNDALE	INSPECTION SERVICES	\$ 1,537.50
01/26/2021	24324	CITY OF FERNDALE	DISPATCH SERVICES AGREEMENT	\$ 3,250.00
01/26/2021	24325	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 33,870.00
01/26/2021	24326	DETROIT EDISON COMPANY	STREETLIGHTING SERVICES	\$ 4,000.13
01/26/2021	24327	FERN CARE FREE CLINIC	VOTER CHALLENGE AWARD DONATION	\$ 250.00
01/26/2021	24328	FERNDALE YOUTH ASSISTANCE	VOTER CHALLENGE AWARD DONATION	\$ 250.00
01/26/2021	24329	GREAT LAKES WATER AUTHORITY	IWC CHARGES-NOVEMBER & DECEMBER	\$ 520.52
01/26/2021	24330	HARTWELL CEMENT COMPANY	CONCRETE PAVEMENT REPAIR PROGRAM	\$ 2,900.00
01/26/2021	24331	LEGAL SHIELD	PREPAID LEGAL BENEFIT	\$ 25.90
01/26/2021	24332	MAMC	MEMBERSHIP DUES - EMSLEY	\$ 60.00
01/26/2021	24333	MARC KIELESZEWSKI	UNIFORM PURCHASE REIMBURSEMENT	\$ 750.00
01/26/2021	24334	NYE UNIFORM	UNIFORM PURCHASES	\$ 736.99
01/26/2021	24335	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSE EXPENSES	\$ 378.00
01/26/2021	24336	OAKLAND COUNTY CLERKS ASSOC.	MEMBERSHIP DUES	\$ 50.00
01/26/2021	24337	OAKLAND COUNTY TREASURER	RED RUN INTERLOCAL MAINT SPECIAL ASSESSM	\$ 1,248.76
01/26/2021	24338	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 8,784.76
01/26/2021	24339	WEX BANK	FUEL PURCHASES	\$ 1,057.58
01/26/2021	24340	XFER COMMUNICATIONS	ONSITE COMPUTER MAINTENANCE AND REPAIRS	\$ 7,997.00

Total Accounts Payable \$ 606,362.03

CHECK REGISTER FOR CITY OF PLEASANT RIDGE  
ELECTRONIC PAYMENTS

January 2021

Check Date	Check	Vendor Name	Description	Amount
01/18/2021	2316	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	\$ 35,423.22
Total Electronic Payments				\$ 35,423.22



# City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

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From: Amy M. Allison, Asst. City Manager/City Clerk  
To: Mayor and City Commission  
Date: February 2, 2021  
Re: 2021 Poverty Guidelines

## Overview

The City Commission is required to annually adopt guidelines which set income levels for the Board of Review when considering poverty exemption applications. The income levels for a poverty exemption cannot not be set lower than the Federal Poverty Guidelines updated annually by the United States Department of Health and Human Services. The City Commission adopted a similar resolution in December 2020. Since that time, the State of Michigan has revised portions of the Public Act which requires us to revise our resolution.

## Background

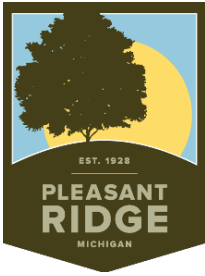
The current resolution, as adopted, allows the Board of Review members to deviate from the established policy and guidelines only if they determine that there are “substantial and compelling reasons” for deviation, and allows for a sliding scale in the percentage of exemption for anything less than 100% exempt. In other words, the current resolution allows the Board of Review to reduce the taxable value of a property by anywhere from 0 to 100% for a resident claiming a poverty exemption.

The State has revised the Act stating that the Board Members can only consider a 100% or a partial 25% exemption based on the information the homeowner supplies with their application. The State has also revised the application for exemption which will be available at City Hall.

A copy of the revised resolution, including the State’s requested revisions, is attached for your review. The resolution will apply to all Poverty Exemption requests at the City’s 2021 Board of Review hearings.

## Requested Action

City Commission adoption of the attached resolution.



## City of Pleasant Ridge

23925 Woodward Avenue  
Pleasant Ridge, Michigan 48069

### **A RESOLUTION TO ESTABLISH POLICY AND GUIDELINES FOR USE BY THE BOARD OF REVIEW FOR GRANTING POVERTY EXEMPTIONS**

**WHEREAS**, Public Act 253 of 2020, which amended Section 7u of Act No. 206 of the Public Acts of 1893, as amended by Act No. 313 of the Public Acts of 1993, being sections 211.7u of the Michigan Compiled Laws, requires that the governing body of the local assessing unit determine and make available to the public the policy and guidelines used by the Board of Review in granting reductions in property assessments due to limited income and assets, referred to as “Poverty Exemptions.”

**NOW, THEREFORE, BE IT RESOLVED** that the following policy and guidelines are hereby adopted and shall be followed by the City’s Board of Review in granting poverty exemptions.

In order to be eligible for poverty exemption in the City of Pleasant Ridge, a person shall satisfy all requirements of Section 211.7(u) of the General Property Tax Act.

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested. The term “principal residence” is defined in Section 211.7(dd)(c) of the General Property Tax Act.
2. File a claim with the Board of Review on a form provided by the local municipal office.
3. Submit the most recent year’s copies of the following income documentation:
  - a. Federal & State of Michigan Income Tax Returns.
  - b. Either Senior Citizens Homestead Property Tax Form MI-1040CR-1 or a General Homestead Property Tax Claim MI-1040CR-4.
  - c. Statement of Benefits from Social Security Administration and/or the Michigan Social Services as to monies paid to applicants(s) during the previous year along with Form 4988– Poverty Exemption Affidavit.
4. Produce a valid driver’s license or other form of identification.
5. Produce a deed, land contract, or other evidence of ownership of the property for which the exemption is requested.

**BE IT FURTHER RESOLVED** that the applicant’s total household income cannot exceed the most current Federal Poverty Guidelines set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually in accordance with federal poverty income standards.

**BE IT FURTHER RESOLVED** that a poverty exemption shall not be granted to any applicant whose assets exceed \$55,000 for the entire household.

An applicant’s homestead and principal vehicle shall be excluded from consideration as an asset. All other property, including from all other persons residing in the household, shall be included as an asset. Property

shall include, but is not limited to: cash, savings, stocks, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.

**BE IT FURTHER RESOLVED** that in reviewing the application and all supporting documentation, the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the City claiming the poverty exemption for the assessment year. The board will consider income, assets, potential earning capacity, medical conditions, and any other unique circumstances of the applicant.

**BE IT FURTHER RESOLVED** that if a person claiming the poverty exemption meets all eligibility requirements, the board of review shall grant the poverty exemption, as follows:

1. A full exemption equal to a 100% reduction in taxable value for the year in which the exemption is granted; or
2. A partial exemption equal to a 25% reduction in taxable value for the year in which the exemption is granted.

**BE IT FURTHER RESOLVED** that a poverty exemption shall not be granted to any applicant who owns real property, whether singly or jointly, regardless of location, other than his or her homestead.

**BE IT FURTHER RESOLVED** that in order to ease the burden on taxpayers, the assessor and the Board of Review and to ensure that all taxpayers have an equal opportunity to be heard by the Board of Review, the Township of Novi hereby resolves, according to provisions of MCL 211.30(8) of the General Property Tax Act, that the Board of Review shall receive letters of protest regarding assessments from resident taxpayers from the first Tuesday in March until it adjourns from the public hearings for which it meets to hear such protests. All notices of assessment change and all advertisements of Board of Review meetings are to include a statement that the resident taxpayers may protest by letter to the Board.

**BE IT FURTHER RESOLVED** that to conform with the provisions of P.A. 253 of 2020, this resolution is hereby given immediate effect and will stay in effect for subsequent years until amended or voided.

Adopted:        Yeas:  
                     Nays:  
                     Absent:

**IN WITNESS WHEREOF**, I, Amy M. Allison, 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,

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Amy M. Allison, City Clerk





# City of Pleasant Ridge

James Breuckman, City Manager

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From: Jim Breuckman, City Manager  
To: City Commission  
Date: February 4, 2021  
Re: Oakland Together Restaurant Relief Grant Program

## Overview

Oakland County has created the Oakland Together Restaurant Relief Grant Program for Cities, Villages, and Townships (CVTs) using \$3 million from the County's general fund. The purpose of the program is to support restaurants impacted by COVID-19 and related health orders. If awarded grant funds, Pleasant Ridge will enter an interlocal agreement with the County.

## Background

The County works directly with CVTs to provide resources in two areas:

- Creating and expanding outdoor dining opportunities by adapting operations, facilities, sites, and public areas for outdoor service, and
- Providing products, supplies, and services to assist restaurants in operating safely and in re-opening.

Pleasant Ridge was allocated \$22,785. We have applied for \$30,000 in funding, with the expectation that not all eligible CVTs will apply for the full amount and that there will be additional funding available to those CVTs that do apply for more.

In our application we have applied for funds for technology related services to be provided by Pitch Black, a local Pleasant Ridge website and online marketing company. The services will benefit Pleasant Ridge restaurants by delivering upgraded websites; upgrading online ordering capability; and increasing digital marketing reach to increase online ordering sales. The City will serve as a pass-through entity, receiving the reimbursement funds from the County and passing those along to Pitch Black.

## Requested Action

City Commission action to authorize the City Manager to execute the final interlocal agreement between Oakland County and the City after the agreement has been approved by the Oakland County Board of Commissioners and the grant award determinations have been made.

**RESTAURANT RELIEF PROGRAM INTERLOCAL AGREEMENT**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

**Application Number:**

**Public Body Name:**

**Public Body Address:**

**Public Body Point of Contact:**

**Grant Award:**

Dollar Value of Products Awarded in Phase One:	\$
Dollar Value of Products Awarded in Phase Two:	\$
Acquisition and Reimbursement Funds Awarded in Phase Two:	\$
Phase Two First Payment:	\$
Phase Two Second Payment (Per Section 3):	\$
Total Award:	\$

The undersigned agree to the Agreement terms specified in Sections 1 through 25 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

**COUNTY OF OAKLAND:**

**PUBLIC BODY:**

Signed:  
David T. Woodward, Chairman, Board of Commissioners

Signed:

**Oakland County Internal Processing Information:**

**Weatherization**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

**Restaurant Safe Reopening**

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1. Agreement means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. Claims mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- 1.3. Confidential Information means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
- 1.4. County means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. Day means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. Exhibits mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:
- Exhibit I: Requirements for Products, Acquisition and Reimbursement Provided by County
  - Exhibit II: Performance and Expenditure Report Form
  - Exhibit III: Phase I and Phase II Product Awards
- 1.7. Grant Award means (i) the products provided by County or (ii) funding for products acquired by Public Body and/or (iii) expenditures approved by County to Public Body. The total amount of the Grant Award is listed on the first page of the Agreement and is further explained in the Exhibits.
- 1.8. Points of Contact mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.
- 1.9. Public Body means the Public Body indicated on the first page of this Agreement. which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

**2. COUNTY RESPONSIBILITIES.**

- 2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a Grant Award. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 2.2. County may access, use, and disclose information concerning this Agreement and the Grant Award and/or products described herein to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

**3. PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for products, acquisition and reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement. Public Body will only provide a Grant Award as Public Body requested in its Application and as were approved by County.
- 3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:
  - 3.2.1. Direct coordination and interaction with County staff.
  - 3.2.2. Communication with the general public when appropriate.
- 3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.4. Public Body shall timely provide to County a Performance and Expenditure Report Form (Exhibit II) no later than forty-five (45) days after the Effective Date of the Agreement. If County approves the first Performance and Expenditure Report Form and issues a second payment to Public Body, the second Performance and Expenditure Report Form shall be provided by Public Body to County no later than July 12, 2021. Public Body shall provide receipts and other pertinent evidence to County as requested to demonstrate that the Grant Award was applied consistent with the requirements of this Agreement. If requested by County, Public Body shall provide information concerning the Grant Award to Grantor in a web-based report format.

- 4. DURATION OF INTERLOCAL AGREEMENT.** This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and

any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 4.1. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.2. Unless extended by an Amendment, this Agreement shall remain in effect until June 30, 2021 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

## **5. PAYMENTS**

- 5.1. If County approves providing money to Public Body as part or all of a Grant Award, County shall provide seventy (70) percent of the funds within fourteen (14) days of execution of the Agreement. County will provide thirty (30) percent of the funds within fourteen (14) days of its approval of a completed Performance and Expenditure Report Form. If Public Body fails to provide the necessary information in the Performance and Expenditure Form, County is not obligated to provide the additional thirty (30) percent of funds.

## **6. REPAYMENTS**

- 6.1. Public Body shall repay County any unspent monies from the Grant Award by June 30, 2021. The payment of the unspent Grant Award shall be due to County by July 12, 2021.
- 6.2. Public Body is subject to repayment to County of an amount equal to the Grant Award funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant Award funds were used in a manner inconsistent with federal or state law.
- 6.3. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.
- 6.4. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, 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 County under this Agreement. 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 County 's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
- 6.6. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

## **7. ASSURANCES.**

- 7.1. Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. Responsibility for Attorney Fees and Costs. Except as provided in this Agreement, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 7.3. No Indemnification. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. Costs, Fines, and Fees for Noncompliance. Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.
- 7.5. Reservation of Rights. This Agreement 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 Agreement shall be construed as a waiver of governmental immunity for either Party.
- 7.6. Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The

persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 7.7. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

**8. USE OF CONFIDENTIAL INFORMATION.**

- 8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 8.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

**9. DISCLAIMER OF WARRANTIES.**

- 9.1. County services, including any goods, services, parts, supplies, equipment, or other items that are provided to Public Body under this Agreement, are provided on an "as is" and "as available" basis, "with all faults."
- 9.2. County expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non- infringement.
- 9.3. County makes no warranty that: (i) the goods or services will meet Public Body's requirements; or (ii) the services will be uninterrupted, timely, secure, accurate, or error-free.

**10. LIMITATION OF LIABILITY.**

- 10.1. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, indirect, special, and/or punitive damages arising out of this



Agreement, regardless of whether the other Party has been informed of the possibility of such damages.

- 10.2. Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the total liability of County under this Agreement (whether by reason of breach of contract, tort, equity, or otherwise) shall not exceed the amount of the goods or funding provided by County under this Agreement.

**11. DISPUTE RESOLUTION.**

All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

**12. TERMINATION OR CANCELLATION OF AGREEMENT.**

- 12.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 12.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 12.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.

**13. SUSPENSION OF SERVICES.**

County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

- 14. DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

- 15. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all

times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. 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 Agreement.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, 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 right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

- 22. NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 22.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2100 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 22.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.
- 22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 23. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 24. SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).
- 25. ENTIRE AGREEMENT.**
- 25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 25.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**EXHIBIT I**

**REQUIREMENTS FOR PRODUCTS, ACQUISITION AND REIMBURSEMENT FUNDS PROVIDED BY COUNTY**

Public Body has/shall receive products, acquisition and reimbursement funds as indicated on the first page of the Agreement, to assist restaurants and/or bars to expand outdoor dining and re-open safely.

1. Requirements for receipt of products, acquisition and reimbursement funds to assist restaurants and/or bars to expand outdoor dining and re-open safely
  - a. If applicable, Public Body has consulted with its Chamber of Commerce, DDA, CIA, other development authority or downtown management organization for its input on which restaurants/bars are ideal candidates to benefit from resources provided by County under this Agreement.
  - b. Public Body agrees that in order to receive products, acquisition and reimbursement funds the Public Body shall:
    - i. Maintain records of all acquisitions and reimbursements for a period of five (5) years.
    - ii. Advise the restaurant/bar receiving products or reimbursement that the restaurant/bar is responsible for any taxes associated such receipt.
    - iii. Advise the restaurant/bar that any arrangements they may make for the installation of Greenhouses and other Weatherization supplies, is not covered by this Agreement. County shall not in be a party to the installation contract/terms.
    - iv. Ensure that all zoning and building codes that allow for the assembly, set up and maintenance of Weatherization equipment/supplies as well as the use of outdoor sanitation stations, are being properly followed and there is compliance with all public safety and fire codes/ordinances.
    - v. Ensure compliance with all zoning, building and public safety/fire codes and ordinances that allow for electric heaters and/or propane heaters to be placed in/or near Dining Structures.
    - vi. Inspect all installations in compliance with ADA and all public safety and fire safety codes and ordinances and ensure the restaurant remains in compliance of these requirements.
    - vii. Comply with all current and future, State and County Public Health Orders concerning the use and/or occupancy of outdoor dining temporary structures.

- viii. Ensure compliance with the Michigan Liquor Control Code Act 58 of 1998, if Dining Structures are used by restaurants/bars in a Social District established by Public Body by qualified licensees who obtain a social district permit under MCL 436.1551.
2. Eligible use of products, acquisition and reimbursement funds to assist restaurants and/or bars to expand outdoor dining and re-open safely.
- a. Public Body may maintain ownership of products provided by County that were not provided to restaurants/bars.
- b. Public Body may use acquisition funds to purchase the following types of products:
- Tents
  - Igloos and greenhouses
  - Outdoor propane heaters
  - Propane refill programs
  - Plastic A-Frame sidewalk signs - 24x36
  - Picnic tables, outdoor tables and seating
  - Materials to construct platforms, railings and ramps
  - Materials to construct outdoor seating areas
  - Electrostatic sprayers & disinfectant solution
  - Sanitation stations (fixed and portable)
  - Refill wipes and liquid hand sanitizer for sanitation stations
  - Foot operated door pulls
  - General Personal Protective Equipment (PPE) and supplies
  - Other requested items as determined appropriate by County
- c. Public Body may maintain ownership of the products it purchased as well as the products provided by the County that were not provided to restaurants/bars.
- d. Public Body may use reimbursement funds to reimburse themselves, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations for the following types of products, labor, services and fees.

Products

- Tents
- Igloos and greenhouses
- Outdoor propane heaters
- Propane refill programs
- Plastic A-Frame sidewalk signs - 24x36
- Picnic tables, outdoor tables and seating
- Materials to construct platforms, railings and ramps
- Materials to construct outdoor seating areas
- Electrostatic sprayers & disinfectant solution
- Sanitation stations and Installation materials (fixed and portable)

- Refill wipes and liquid hand sanitizer for sanitation stations
- Foot operated door pulls
- General Personal Protective Equipment (PPE) and supplies
- Other requested items as determined appropriate by Oakland County

Labor, services and fees

- Installation/setup of Igloos and greenhouses
  - Labor to construct platforms, railings and ramps
  - Labor to construct outdoor seating areas
  - Labor to install fixed location sanitation stations
  - Technology related services or fees to upgrade websites and install apps for online ordering or delivery
  - Technology related services or fees to install point of sale systems to minimize employee – customer contact
  - \$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551
  - Other requested items as determined appropriate by Oakland County.
3. Public Body shall only use reimbursement funds for eligible expenses incurred between July 1, 2020 through June 30, 2021.
  4. Public Body shall not provide a single business with a reimbursement greater than \$10,000.
  5. Salary or wages for employees of Public Body, Chambers of Commerce, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations are not eligible for reimbursement.
  6. For all Grant Awards County recommends that Public Body give priority to restaurants, bars, and cafes that did not receive a direct grant through the Oakland Together Restaurant Relief Grant Program. Oakland County will provide a list of direct grant recipients to Public Body.

**Exhibit II: Performance and Expenditure Report**  
**Restaurant Relief Program**

Public Body Name:

Public Body address:

Application ID Number:

Contact information for the person submitting the report:

Name:

Title:

Phone:

Email:

1. If the Public Body received a Phase One Grant Award, please describe how and where the awarded products were used:
2. If the Public Body received Products as part of the Phase Two Grant Award, please describe how and where the awarded products were used:
3. If the Public Body received acquisition funds as part of Phase Two Grant Award, please provide the following information:
  - Products purchased and cost
  - Did the Public Body maintain ownership or give the product to a restaurant/bar?
  - Total amount of all purchases
4. If the Public Body received reimbursement funds as part of Phase Two Grant Award, please provide the following information:
  - Products reimbursed, who received reimbursement and cost
  - Labor, services and fees reimbursed, who received reimbursement and cost
  - Total amount of all reimbursements

**Exhibit III: Phase One and Phase Two Product Awards**

**CVT Name**

Phase One Product Awards	Quantity Requested	Quantity Awarded	Unit Price	Subtotal
Snap & Grow Brand Greenhouse				\$0
Igloo (substitute for Greenhouse)				\$0
Propane Outdoor Flame Patio Heater with Propane Bottle				\$0
20 lb. Propane tank refill delivery program				\$0
Victory Professional Cordless Electrostatic Handheld Sprayer				\$0
One-gallon Botanical Disinfectant Solution				\$0

**Total Phase One Product Award**

Phase Two Product Awards	Quantity Requested	Quantity Awarded	Unit Price	Subtotal
Sanitation Stations - fixed location				\$0
20 lb. Propane tank refill delivery program				\$0

**Total Phase Two Product Award**

**Total Product Award**







## PHASE TWO GRANT APPLICATION GUIDE

# The City, Village and Township Grant Program to Support Dine-In Restaurants, Bars and Cafés During COVID-19

## Program Overview

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The Oakland Together Restaurant Relief Grant Program for Cities, Villages and Townships (CVTs) is using \$3 million from the county's General Fund—as approved by Oakland County Executive David Coulter and the Oakland County Board of Commissioners—to support dine-in restaurants, bars and cafes impacted by COVID-19 and the related public health orders.

**The County will work directly with the CVTs to provide resources in two areas:**

- Creating and expanding outdoor dining opportunities by adapting operations, facilities, sites and public areas for outdoor service
- Providing products, supplies and services to assist dine-in restaurants, bars and cafes in operating safely and in re-opening, when allowed

For successful implementation of the program, the local governments will need to work cooperatively with chambers of commerce, downtown development authorities and other downtown and corridor management organizations to identify local needs, allocate and utilize the grant purchased items and funds to support impacted dine-in restaurants, bars and cafés.

**This grant program has two phases:**

- **Phase One:** CVT Rapid Response (now closed)
- **Phase Two:** Grant Application & Interlocal Agreement  
*Custom Online Application will be sent to eligible CVTs: January 27, 2021*  
*Application is due: 5:00 p.m. | February 4, 2021*  
Reimbursement will be allowed for eligible costs of products, labor, services and fees incurred from July 1, 2020 through June 30, 2021.  
**NOTE: Salary or wages for employees of CVT, Chambers of Commerce, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations are not eligible for reimbursement.**

# Phase One: CVT Rapid Response

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Phase One opened and closed in December 2020 to provide the county's Cities, Villages and Townships (CVTs) with immediate resources to create and expand outdoor dining opportunities as quickly as possible.

**Thirty-seven CVTs received quantities of the following products:**

- Outdoor propane heaters
- Propane tank refills and delivery
- Snap & Grow brand greenhouses
- Igloos/Domes
- Electrostatic sprayers
- Disinfectant solution

The County actively worked with the participating CVTs to schedule delivery of these products. CVTs may maintain ownership of the products and/or provide the products to restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations.

CVTs may apply for either, or both, Phases of the Oakland Together Restaurant Relief Grant Program.

If a CVT is awarded grant funding or products (from Phase One and/or Phase Two), an Interlocal Agreement is required.



# Phase Two: Grant Application & Interlocal Agreement

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Phase Two of the Restaurant Relief Grant Program will provide Cities, Villages and Townships (CVTs) with products and funding that can be used for a broader range of support for dine-in restaurants, bars and cafes.

CVTs receiving Phase Two awards will be required to enter into an Interlocal Agreement with Oakland County.

Through the Phase Two grant application, CVTs may request two types of support:

- County-Coordinated Products (e.g., fixed-location sanitation stations, Propane refills). See Application for full list.
- Acquisition & Reimbursement Funds for Eligible Products & Services

*Note: CVTs are not required to have participated in Phase One in order to be eligible to apply now for Phase Two.*

## County-Coordinated Products

Some high-demand products from Phase One will continue to be available, along with some additional products. As the availability may change, a full list of these products will be on the custom application and website:

[OakGov.com/RestaurantRelief](http://OakGov.com/RestaurantRelief)

## Acquisition & Reimbursement Funds for Eligible Products & Services

CVTs may request an allocation of funds to purchase products to create and expand outdoor dining opportunities and to assist dine-in restaurants, bars and cafes in operating safely.

Also, CVTs may request funds to reimburse themselves; dine-in restaurants, bars, cafes; downtown development authorities; and other downtown and corridor management organizations.

Salary or wages for employees of CVT, Chambers of Commerce, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations are not eligible for reimbursement.

The CVTs may maintain ownership of the purchased products and/or provide the products to restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations.

Eligible reimbursement costs must be incurred between July 1, 2020 through June 30, 2021.

*Note: For this program, the maximum total reimbursement for a single business is \$10,000.*

**Custom Online Application will be sent to CVTs:**

January 27, 2021

**Online Application is due:**

February 4, 2021

at 5:00 p.m.

Reimbursement will be allowed for eligible costs of products, labor, services and fees incurred from July 1, 2020 - June 30, 2021.

*NOTE: Salary or wages for employees of CVT, Chambers of Commerce, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations are not eligible for reimbursement.*

**Eligible Products for Acquisition and Reimbursement include:**

- Tents
- Igloos/domes and greenhouses
- Outdoor propane heaters
- Propane refill programs
- Plastic A-Frame sidewalk signs (24”x 36”)
- Picnic tables, outdoor tables and seating
- Materials to construct platforms, railings and ramps
- Materials to construct outdoor seating areas
- Electrostatic sprayers and disinfectant solution
- Sanitation stations (fixed and portable)
- Refill wipes and liquid hand sanitizer for sanitation stations
- Foot operated door pulls
- General Personal Protective Equipment (PPE) and supplies
- Other requested items as determined appropriate by Oakland County. CVTs can email inquiries to [RestaurantRelief@OakGov.com](mailto:RestaurantRelief@OakGov.com) | Businesses can contact their municipality about this grant program.

**Labor, Services and Fees Eligible for Reimbursement include:**

- Installation/setup of Igloos/domes and greenhouses
- Labor to construct platforms, railings and ramps
- Labor to construct outdoor seating areas
- Labor to install fixed location sanitation stations
- Technology related services or fees to upgrade websites and install apps for online ordering or delivery
- Technology related services or fees to install point of sale systems to minimize employee-customer contact
- \$250 Social District Permit Fee paid by business to the State in cities, villages and townships that have established a Social District under MCL 436.1551
- Other requested items as determined appropriate by Oakland County. CVTs can email inquiries to [RestaurantRelief@OakGov.com](mailto:RestaurantRelief@OakGov.com) | Businesses can contact their municipality about this grant program.



## Eligible Cities Villages and Townships (CVTs)

Fifty-three (53) Oakland County CVTs having one or more full-service restaurant, limited service restaurant, and/or bar, AND having the primary commercial district located in Oakland County are eligible to apply for this grant.

This determination was made using ESRI Business Analyst data (vintage 2018) and included NAICS codes 772511 (Full-Service Restaurants), 772513 (Limited-Service Restaurants) and 722410 (Bars).

**The data was further refined to remove/exclude the following types of businesses:**

- Establishments with drive-thru availability
- Establishments with zero or limited dine-in presence and/or whose primary operation appears to be take-out and delivery
- Establishments that were determined as being permanently closed

*Note: The data refinement process did not include a comprehensive review of each record of the dataset. It consisted of identifying and removing these types of businesses through various key word searches.*

**Based on the above criteria, the following CVTs are NOT eligible to apply:**

- Cities of Fenton, Huntington Woods, Lake Angelus and Northville
- Village of Leonard
- Holly and Rose Townships

*NOTE: Novi Township is included with the City of Novi and Southfield Township is included with the City of Southfield.*

CVTs receiving a Phase One and/or Phase Two grant award determine what dine-in restaurants, bars and cafes receive products, services and/or reimbursement funds.

## Fund Allocation for Eligible Cities, Villages and Townships

To establish the program fund, it was forecasted that all fifty-three (53) eligible CVTs will apply for a Phase One and/or Phase Two grant.

The allocation calculations began with a base of \$2,850,000 (95% of the total program budget of \$3,000,000).

**The 95% is allocated based on three factors:**

- 10% based on all eligible CVTs participating in the grant program
- 70% percent based on number of establishments (Data Source: ESRI Business Analyst)
- 15% percent based on the CVT having an established DDA, CIA, TIFA and/or PSD

See the fund's Allocation Table with the combined Phase One and Two base amount\* available for each eligible CVT.

*\*It is anticipated that not all CVTs will request the full base award amount and that not all 53 eligible CVTs will apply for the grant. For this reason, CVTs may wish to request additional grant funds beyond the Base Phase Two Grant Award.*

# Eligible City, Village and Townships | Restaurant Relief Grant Program

## ALLOCATION OF FUNDS TABLE

	Total Program Budget:	\$3,000,000	10%	70%	15%	
	95 Percent Allocation:	\$2,850,000	\$300,000	\$2,100,000	\$450,000	
			Allocation based on all eligible CVTs participating	Allocation based on the number of Bars, Full Service Restaurants & Limited Service Restaurants	Allocation based on the CVT having a DDA, CIA, TIFA and/or PSD	Total Base Fund Allocation per CVT
No.	Community	Type	\$ Per CVT	\$ Per CVT	\$ Per CVT	
1	Addison	Township	\$5,660	\$3,488	\$0	\$9,149
2	Auburn Hills	City	\$5,660	\$80,233	\$13,636	\$99,529
3	Berkley	City	\$5,660	\$30,233	\$13,636	\$49,529
4	Beverly Hills	Village	\$5,660	\$3,488	\$0	\$9,149
5	Bingham Farms	Village	\$5,660	\$9,302	\$0	\$14,963
6	Birmingham	City	\$5,660	\$66,279	\$13,636	\$85,576
7	Bloomfield	Charter Township	\$5,660	\$55,814	\$0	\$61,474
8	Bloomfield Hills	City	\$5,660	\$5,814	\$0	\$11,474
9	Brandon	Charter Township	\$5,660	\$8,140	\$0	\$13,800
10	Clawson	City	\$5,660	\$41,860	\$13,636	\$61,157
11	Commerce	Charter Township	\$5,660	\$44,186	\$13,636	\$63,483
12	Farmington	City	\$5,660	\$30,233	\$13,636	\$49,529
13	Farmington Hills	City	\$5,660	\$103,488	\$13,636	\$122,785
14	Ferndale	City	\$5,660	\$63,953	\$13,636	\$83,250
15	Franklin	Village	\$5,660	\$1,163	\$0	\$6,823
16	Groveland	Township	\$5,660	\$8,140	\$0	\$13,800
17	Hazel Park	City	\$5,660	\$23,256	\$13,636	\$42,553
18	Highland	Charter Township	\$5,660	\$17,442	\$13,636	\$36,739
19	Holly	Village	\$5,660	\$11,628	\$13,636	\$30,925
20	Independence	Charter Township	\$5,660	\$41,860	\$13,636	\$61,157
21	Keego Harbor	City	\$5,660	\$15,116	\$13,636	\$34,413
22	Lake Orion	Village	\$5,660	\$11,628	\$13,636	\$30,925
23	Lathrup Village	City	\$5,660	\$8,140	\$13,636	\$27,436
24	Lyon	Charter Township	\$5,660	\$15,116	\$13,636	\$34,413
25	Madison Heights	City	\$5,660	\$80,233	\$13,636	\$99,529
26	Milford	Village	\$5,660	\$23,256	\$13,636	\$42,553
27	Milford	Charter Township	\$5,660	\$1,163	\$0	\$6,823
28	Novi	City (and Township)	\$5,660	\$140,698	\$13,636	\$159,994
29	Oakland	Charter Township	\$5,660	\$4,651	\$0	\$10,312
30	Oak Park	City	\$5,660	\$36,047	\$13,636	\$55,343
31	Orchard Lake Village	City	\$5,660	\$6,977	\$0	\$12,637
32	Orion	Charter Township	\$5,660	\$37,209	\$13,636	\$56,506
33	Ortonville	Village	\$5,660	\$5,814	\$13,636	\$25,111
34	Oxford	Village	\$5,660	\$13,953	\$13,636	\$33,250
35	Oxford	Charter Township	\$5,660	\$8,140	\$0	\$13,800
36	Pleasant Ridge	City	\$5,660	\$3,488	\$13,636	\$22,785
37	Pontiac	City	\$5,660	\$79,070	\$13,636	\$98,367
38	Rochester	City	\$5,660	\$36,047	\$13,636	\$55,343
39	Rochester Hills	City	\$5,660	\$104,651	\$0	\$110,312
40	Royal Oak	City	\$5,660	\$145,349	\$13,636	\$164,646
41	Royal Oak	Charter Township	\$5,660	\$2,326	\$13,636	\$21,622
42	Southfield	City (and Township)	\$5,660	\$174,419	\$13,636	\$193,715
43	South Lyon	City	\$5,660	\$15,116	\$13,636	\$34,413
44	Springfield	Charter Township	\$5,660	\$5,814	\$0	\$11,474
45	Sylvan Lake	City	\$5,660	\$4,651	\$0	\$10,312
46	Troy	City	\$5,660	\$220,930	\$13,636	\$240,227
47	Village of Clarkston	City	\$5,660	\$5,814	\$0	\$11,474
48	Walled Lake	City	\$5,660	\$18,605	\$13,636	\$37,901
49	Waterford	Charter Township	\$5,660	\$95,349	\$0	\$101,009
50	West Bloomfield	Charter Township	\$5,660	\$81,395	\$0	\$87,056
51	White Lake	Charter Township	\$5,660	\$17,442	\$0	\$23,102
52	Wixom	City	\$5,660	\$25,581	\$13,636	\$44,878
53	Wolverine Lake	Village	\$5,660	\$5,814	\$0.0	\$11,474
		<b>Sub-totals:</b>	<b>\$300,000</b>	<b>\$2,100,000</b>	<b>\$450,000</b>	<b>\$2,850,000</b>
	<b>Total Establishments:</b>	<b>1,806</b>				
	<b>Total \$ (All Factors):</b>	<b>\$2,850,000</b>				

## Phase Two Grant Awards

The base Phase Two grant award for each CVT will be established as follows:

$$\begin{array}{r} \text{TOTAL BASE FUND} \\ \text{ALLOCATION*} \end{array} \quad \ominus \quad \begin{array}{r} \$ \text{ VALUE OF PHASE ONE} \\ \text{PRODUCTS} \end{array} \\ \hline \begin{array}{r} \text{=} \\ \text{BASE AMOUNT AVAILABLE FOR PHASE TWO} \\ \text{FUNDING AND/OR PRODUCTS} \end{array}$$

*\*Note:*

- CVTs are not required to request their full Base Phase Two Grant Award allocation.
- It is anticipated that not all eligible CVTs will submit an application or request the full allocation amount. For this reason, CVTs may request additional grant funds/products beyond the Base Amount Available for Phase Two Funding and/or Products.

Determinations on grant awards greater than the Base Award will be made after all applications have been received and reviewed.

### Payment of the grant award will be executed in two disbursements:

- The first disbursement will be 70% of the total acquisition and reimbursement award amount. This disbursement will be processed and sent after the Interlocal Agreement is fully executed.
- The second disbursement of the remaining grant funds will be executed after the CVT provides, and the County accepts, the first report. This report is due no later than forty-five (45) days after the Effective Date of the Agreement.

## Phase Two Grant Application

Eligible Cities, Villages and Townships (CVTs) will receive a custom application on January 27, 2021.

### Applying CVTs will be required to submit the following information:

- Local official or staff person that will be authorized to execute the final Interlocal Agreement after it has been approved by the Oakland County Board of Commissioners on February 4, 2021. This individual would be the recipient of the final Interlocal Agreement for electronic signature.
- Contact information for the point person administering the program for the CVT.
- Acknowledgment that, if awarded a Phase One and/or Phase Two grant, the CVT will be required to enter into an Interlocal Agreement with Oakland County.
- Acknowledgment that the CVT will comply with all applicable zoning, building codes, ADA requirements, public safety and fire safety codes and ordinances, and current and future State and County Public Health Orders.
- Acknowledgment that the CVT will provide reports and documentation to the county as requested that demonstrate how the grant products and funds were used. The County will provide a report template or an online form for submitting the report.
- A requested list of products the CVT wishes to be provided from Oakland County, if available, and where and how those products will be placed and utilized.

- A requested amount of funds for purchases and a list of the types of products the CVT intends to purchase. Also, a description of how and where the purchased products will be used.
- A requested amount of funds for reimbursement and the types of products, labor, services and fees the CVT intends to reimburse themselves, restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations for. Also, a description of how the CVT will identify local needs for reimbursement.
- Identification of partner organizations that will assist the CVT with the grant program, supported by a description of that assistance.
- Information on whether the CVT has established a Social District under MCL 436.1551 and a listing of the businesses that have been approved for a Social District Permit.
- An estimate of the total number of dine-in restaurants, bars and cafes that will benefit from the grant award along with an estimate of the total number of full-time and part-time employees of those establishments.
- A description of the services, support and/or funding that the CVT and partner organizations have provided to the restaurants, bars and cafes located within the CVT since October 1, 2020.

If you are an Oakland County City, Village or Township and have a question about this program, contact: [RestaurantRelief@OakGov.com](mailto:RestaurantRelief@OakGov.com)

Dine-in restaurants, bars and cafes that want to learn more about what is available to them, can contact their local municipality.

## Phase Two Application Review Criteria

Phase Two applications will be reviewed based on the following criteria:

- Clarity and completeness of the application
- Appropriateness of the requested products, acquisition funds and reimbursement funds in:
  - ◊ Creating and expanding outdoor dining opportunities by adapting operations, facilities, sites and public areas for outdoor service
  - ◊ Providing products, supplies and services to assist dine-in restaurants, bars and cafes in operating safely and in re-opening, when allowed
- Degree of partnership with other organizations
- Establishment of a Social District under MCL 436.1551 and business participation
- Estimated number of dine-in restaurants, bars and cafes and employees that will benefit from the grant award
- Level of support that CVT and partner organizations have provided to the restaurants, bars and cafes

[OakGov.com/RestaurantRelief](http://OakGov.com/RestaurantRelief)





# The Oakland Together Restaurant Relief Grant Program

A City, Village and Township (CVT) Grant Program to Support Restaurants, Bars and Cafés During COVID-19

## Tab A

### PHASE TWO: GRANT APPLICATION & INTERLOCAL AGREEMENT

**DEADLINE TO SUBMIT APPLICATION: Thursday, February 4, 2021 - 5:00 PM**

**CVT Name: \***

City of Pleasant Ridge

**Address: \***

23925 Woodward Ave, Pleasant Ridge, MI 48069

**Application ID: \***

10036RR

#### 1. Phase Two Grant Allocation (A-B=C)

**A. Total Base Fund Allocation amount that has been determined for your CVT for Phase One and Phase Two**

\$ 22,785.00

**B: Dollar value of the Phase One products that your CVT has been awarded**

\$ 0.00

**C: Base amount available for Phase Two funding and/or products**

\$ 22,785.00

Note: It is anticipated that not all CVTs will request the full base award amount and that not all 53 eligible CVTs will apply for the grant. For this reason, CVTs may wish to request additional grant funds beyond the Base amount available for Phase Two funding and/or products calculation indicated above.

2. Local official or staff person that will be authorized to execute the final Interlocal Agreement after it has been approved by the Oakland County Board of Commissioners on 2/4/2021. This individual will be the recipient of the final Interlocal Agreement for electronic signature:

**Name: \***

James Breuckman

**Title: \***

City Manager

**Phone: \***

(248) 541-2901

**Email: \***

citymanager@cityofpleasantridge.org

**Date**

2/3/2021

3. If Oakland County staff have questions about your application, who should they contact in your community (if different from above)?

**Name:**

**Title:**

**Phone:**

**Email:**

#### 4. Acknowledgements

\*

I understand that only one application submittal is allowed per City, Village, and/or Township.

\*

I understand that the municipality receiving Restaurant Relief Grant products and/or funding is required to sign an Interlocal Agreement with Oakland County.

\*

I understand that the municipality receiving Restaurant Relief Grant products and/or funding will provide reports and documentation to the county as requested that demonstrate how the grant products and funds were used.

\*

I understand that the municipality receiving Restaurant Relief Grant products and/or funding will comply with all applicable zoning, building codes, ADA requirements, public safety and fire safety codes and ordinances, and current and future, State and County Public Health Orders.

## Tab B

### 5. Products Requested

Please enter the quantity of each item requested below, if no items are requested enter "0".

#### Phase Two Product Description

Phase Two Product Description	Quantity Requested *	Unit Price	Subtotal
Outdoor Sanitation Stations - Fixed Location (8 Max)	0	\$ 1,489.00	\$ 0.00
Igloo - 12ft in diameter (15 Max)	0	\$ 1,475.00	\$ 0.00
Outdoor Tower Propane Heater + Propane Tank (30 Max)	0	\$ 171.00	\$ 0.00
20 lb. Propane Tank exchange/refill delivery program (24 Min Tanks)	0	\$ 13.00	\$ 0.00
Victory Cordless Electrostatic Handheld Sprayer (60 Max)	0	\$ 570.00	\$ 0.00
One-gallon Electrostatic Disinfectant Solution (200 Max)	0	\$ 22.00	\$ 0.00

Total dollar value of requested products:

\$ 0.00

### 6. Acquisition Funds Requested

CVTs may request an allocation of funds to purchase products to create and expand outdoor dining opportunities and to assist dine-in restaurants, bars and cafes in operating safely (see page 4 of the Application Guide for a list of eligible products).

Enter the amount of requested funds, if no funds are requested enter "0". \*

\$ 0.00

### 7. Reimbursement Funds Requested

CVTs may request funds to reimburse themselves; dine-in restaurants, bars, cafes; downtown development authorities; and other downtown and corridor management organizations (see page 4 of the Application Guide for a list of eligible products).

Enter the amount of requested funds, if no funds are requested enter "0". \*

\$ 30,000.00

Please list the types of products, contracted labor, services and fees the CVT intends to be reimbursed for or intends to reimburse restaurants, bars, cafes, downtown development authorities and other downtown and corridor management organizations. Also, describe how the CVT will identify local needs for reimbursement. \*

The City has partnered with Pitch Black, a local Pleasant Ridge business, to work with two restaurant businesses, including enrolling them into Pitch Black's "Engage Local" ad and analytics program. Pitch Black will also perform a website audit and present optional solutions for website design, development and hosting. The City, Pitch Black, and our local businesses will together prioritize the available grant funds and allocate resources accordingly. Pitch Black has been communicating with the businesses during COVID, and the following list summarizes our approach.

Cork Wine Pub

- Prioritize the setup of Engage Local program
- Establishing local listing, ad and analytics accounts in preparation for re-opening
- Review website and present template design options to migrate her current website
- Activate a year of website hosting on our servers

Whistle Stop Diner

- Full set up and roll out of our Engage program
- Allocate budget for ad campaigns and media buys
- A portion of the grant funding reserved for website audit and review
- Provide recommendations for optional add-on services

The proposed technology related services will benefit Pleasant Ridge restaurants by delivering upgraded websites; upgrading online ordering capability; and increasing digital marketing reach to increase online ordering sales.

## Tab C

### 8. Partner Organizations

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Please list the partner organizations that will assist the CVT with the grant program. Also, briefly describe the type of support each partner will provide.

Pitch Black will partner with Pleasant Ridge and will provide the digital services described previously.

### 9. Social District Information

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Has the CVT received State approval to establish a Social District under MCL 436.1551? \*

Yes  No

If no, please select the box below that reflects the CVT's status related to establishing a Social District. \*

- The CVT has started the process to establish a Social District, but has not received approval from the State.
- The CVT may consider establishing a Social District in the future.
- The CVT does not intend to establish a Social District.

### 10. Grant Program Benefit

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If awarded, please enter the estimated number of restaurants, bars and cafes that would benefit from the grant: \*

2

If awarded, please enter the estimated number of full-time and part-time employees of those establishments: \*

20

### 11. Previous and ongoing support from CVT and partner organizations

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Briefly describe the types of services, support and/or funding that the CVT and partner organizations have provided to the restaurants, bars and cafes located within the CVT since October 1, 2020. Please note activities that the CVT and/or partners intend to continue. \*

None. Cork has been closed and is in the process of re-opening. Whistle Stop has been operating without help from the City.

## Tab D

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### 12. Phase Two - Award Request Summary

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**Base amount available for Phase Two funding and/or products**

\$ 22,785.00

**Phase Two - dollar value of requested products**

\$ 0.00

**Phase Two - Acquisition Funds requested**

\$ 0.00

**Phase Two - Reimbursement Funds requested**

\$ 30,000.00

**Total Phase Two Grant Award requested**

\$ 30,000.00

### 13. If your application is approved for funding you will receive payment via the following method:

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**Payment Method**

ACH - Direct Deposit

### 14. Interlocal Agreement

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After the grant award determinations have been made, the County will provide each city, village and township receiving a grant award with a final Interlocal Agreement for local government approval and signature. The Interlocal Agreement will include the final Grant Award (products and funding).

The proposed Interlocal Agreement will be on the agenda for the February 4, 2021 County Board of Commissioners meeting for approval.

CVTs may review the Draft Interlocal Agreement. CVTs may also consider giving authorization to the appropriate (city/village/township) signatory to execute the final agreement after it has been approved by the Oakland County Board of Commissioners and the grant award determinations have been made.

If a CVT is awarded grant funding or products (from Phase One and/or Phase Two), a single Interlocal Agreement is required with Oakland County.

Upon submittal of your application, you will receive a confirmation email that includes PDF attachments of your application submittal and a copy of the proposed Interlocal Agreement.



# City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

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From: Amy M. Allison, Asst. City Manager/City Clerk  
To: City Commission  
Date: February 4, 2021  
Re: Delinquent Utility Accounts

## Overview

Attached is a list of 57 properties that have become delinquent of their utility bill. The Pleasant Ridge City Code states that if unpaid, charges for water service and sewage disposal constitute a lien on the premises where service is provided.

## Background

Each year, usually in March, unpaid utility bills are certified to the City Commission. Once the City Commission approves the special assessments, the water clerk will mail a notification to each property regarding the potential lien. Property owners then have until May 1st to pay the full past due amounts.

This year, staff is presenting the delinquent utility accounts in February so that homeowners have additional time to pay off the balance prior to it becoming a lien on the property. Please note that the City has not charged any late penalties to delinquent water amounts since last March, but that does not absolve the property owner of the requirement to pay the delinquent water bill.

For comparison, last year there were 53 properties with a total delinquent balance of \$32,365 that received delinquent balance notices. 30 properties paid their delinquent balance by May 1, while 23 properties \$16,212 received a special assessment lien for failure to pay their delinquent balance by May 1. Most of the properties that received a special assessment were repeat offenders who have had this happen to them multiple times and have paid off the special assessment with their summer taxes multiple times.

This year the 57 properties with a delinquent balance owe a total of \$41,260.

## Requested Action

City Commission action to create a special assessment lien for any outstanding balance for these properties to be placed on the 2021 summer tax rolls after May 1st.

Account Number	Name	Delinquent Amount	Parcel Number
AMHE-000036-0000-01	Paula Sucaet	\$737.43	60-25-27-105-015
AMHE-000050-0000-01	Daniel Chasteen	\$497.55	60-25-27-132-006
AMHE-000056-0000-01	Caitlin Delaney	\$156.66	60-25-27-132-008
AMHE-000070-0000-02	Hani Salem	\$1,009.23	60-25-27-132-014
CAMB-000003-0000-01	Paritosh Shah	\$150.75	60-25-27-154-010
CAMB-000111-0000-01	Chad Burch	\$1,473.45	60-25-28-254-011
DEVO-000030-0000-02	Lewis Elbinger	\$371.21	60-25-27-103-017
DEVO-000042-0000-01	John Jennings	\$1,104.56	60-25-27-129-003
DEVO-000044-0000-01	Dana Decapite	\$188.27	60-25-27-129-004
DEVO-000048-0000-01	Howard Thompson	\$1,188.10	60-25-27-129-006
DEVO-000054-0000-01	Robert Conte	\$175.13	60-25-27-129-008
DEVO-000057-0000-02	James Soma	\$517.49	60-25-27-128-030
DEVO-000058-0000-01	K-Town Holdings LLC	\$297.83	60-25-27-129-010
DEVO-000067-0000-01	Earl Strnad	\$910.53	60-25-27-128-034
DEVO-000071-0000-01	Brittany Flowers	\$395.54	60-25-27-128-036
DEVO-0000A1-0000-01	Thomas Onyx	\$856.73	60-25-27-102-052
E 10-000400-0000-01	Iron Ridge Holdings LLC/Pulse Fitness	\$833.14	60-25-27-127-012
ELM -000021-0000-01	G Corp	\$1,237.81	60-25-28-276-006
ELM -000127-0000-01	Kimberly Kelly	\$429.96	60-25-28-251-009
FAIR-000041-0000-01	Donald McGuire	\$1,156.21	60-25-27-177-029
FAIR-000065-0000-01	Lori Ridenour	\$817.35	60-25-27-178-024
HANO-000029-0000-02	Brian Kastner	\$109.40	60-25-28-253-013
HANO-000039-0000-01	Garry Bidoul	\$714.98	60-25-28-253-008
KENB-000017-0000-01	Tracy Usndek-Magiera	\$1,034.10	60-25-28-203-011
KENS-000011-0000-01	Bradley Hales	\$211.48	60-25-27-101-037
KENS-000036-0000-01	Matthew Flora	\$500.72	60-25-27-102-023
KENS-000038-0000-01	Majic Property Holdings LLC	\$202.41	60-25-27-102-024
KENS-000090-0000-01	Brian Mingus	\$130.95	60-25-27-128-014
KENS-000097-0000-01	Linda Fyffe	\$137.61	60-25-27-126-037
MAPL-000014-0000-16	Georgetta Indreica	\$484.38	60-25-28-180-054
MAPL-000063-0000-01	Beata Weiermiller	\$1,334.82	60-25-28-181-005
MAPL-000082-0000-01	Robert Smith	\$487.69	60-25-28-180-074
MAYW-000025-0000-01	Carol Gagnon	\$147.86	60-25-27-132-014

MAYW-000048-0000-01	Christopher Green	\$1,352.19	60-25-27-176-013
MILL-000012-0000-01	Victoria Hicks	\$574.89	60-25-28-226-014
MILL-000021-0000-01	Daniel Fuoco	\$1,351.24	60-25-28-227-004
MILL-000023-0000-02	Benjamin Butters	\$310.84	60-25-28-227-003
OAKD-000018-0000-01	Lori Winslow-Gordon	\$607.03	60-25-28-129-025
OAKD-000068-0000-01	Jeffrey Dudovitz	\$1,590.33	60-25-28-181-047
OAKL-000036-0000-01	Sean Stokes	\$2,619.23	60-25-28-276-014
OXFO-000018-0000-01	Thomas Bloom	\$603.21	60-25-28-277-034
RIDG-000054-0000-01	Gail Gerdan	\$1,627.69	60-25-28-254-035
SYLV-000006-0000-01	Nanette Morales	\$261.40	60-25-27-156-004
SYLV-000010-0000-01	Marcia Levenson	\$304.53	60-25-27-156-006
SYLV-000014-0000-01	Michael Gerald Panyard	\$241.11	60-25-27-156-008
WDHT-000011-0000-01	Dorothy Warren	\$374.35	60-25-27-157-014
WDHT-000020-0000-01	Paul Tamm	\$728.85	60-25-27-181-013
WDHT-000028-0000-01	Nicholas Stepanski	\$935.41	60-25-27-181-017
WDHT-000047-0000-01	Marureen Breisch	\$332.01	60-25-27-179-028
WDHT-000080-0000-01	Kevin Kerr	\$297.08	60-25-27-181-042
WDSD-000007-0000-01	Suanne Sharef	\$1,582.74	60-25-28-202-019
WDSD-000009-0000-01	Christopher Handyside	\$747.75	60-25-28-202-018
WELL-000020-0000-01	Michael Gjonaj	\$748.95	60-25-27-104-011
WELL-000055-0000-01	Jason Krzysiak	\$267.72	60-25-27-129-027
WELL-000074-0000-01	74 Wellesley LLC	\$1,254.09	60-25-27-130-016
WOOD-023622-0000-02	Thomas A Pearlman Revocable Trust	\$708.28	60-25-27-181-004
WOOD-023810-0000-01	Walsh Realty Investments LLC	\$1,837.59	60-25-27-156-002

\$41,259.84





# City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

From: Amy M. Allison, Asst. City Manager/City Clerk  
 To: Mayor and City Commission  
 Date: February 3, 2021  
 Re: 2021 Community Development Block Grant (CDBG)

## Overview

In order to qualify for Federal funding through the Community Development Block Grant (CDBG) Program, a Public Hearing must be held, and a resolution adopted by the governing body to approve the application and Subrecipient agreement. Pleasant Ridge qualifies for the minimum funding level, which has been \$7,000. Since the City receives funding at the minimum level, all the funds can be programed into one designated category.

## Background

The City programs its CDBG funding into the Senior Center line item. It has been several years since the City's low/moderate income area was eliminated and the city lost its ability to designate funds for programs such as sidewalk repairs, tree planting, and street improvements, which require at least a portion of the project be in the low/mod area. Listed below is the program category and recommended funding for the 2021 Program year. This is the same program the City funded for the last several years.

Public Services/ - \$7,000  
 Senior Services

Public Service funds are designated to provide seniors, age 62 and above, transportation services for the Senior Travel Club, meals at the 50+ club events and other related workshops geared towards residents 62 and above. This program also may be used for the reasonable costs of overall program management, coordination, monitoring and for the program evaluation.

## Requested Action

After the public hearing, City Commission determination for funding appropriation and approval of the 2021 Community Development Block Grant (CDBG) Community Application and Subrecipient Agreement.