



**PONTIAC CITY COUNCIL
FORMAL MEETING**

January 26, 2017

6:00 p.m.

169th Session of the 9th Council

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

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approve the agenda

Special Presentation – Pontiac School Board

Deputy Mayor Report or Departmental Head Reports

Public Hearings

1. An Ordinance to amend various sections of Chapter 22, Article VIII of the City of Pontiac Code of Ordinances.
2. An Ordinance to amend various sections of Chapter 22, Article I, Section 22-3 of the City of Pontiac Code of Ordinances.
3. An Ordinance to amend Chapter 86, Article VI, Section 86-223 of the City of Pontiac Code of Ordinances.
4. An Ordinance to amend various sections of Chapter 22, Article VI of the City of Pontiac Ordinances.
5. Release of interest in real property parcel 14-29-453-033 commonly known as 112 West Pike and the West Lawrence Parking Lot.
6. Sale of Vacant Land Parcel 14-28-380-035.
7. Sale of Vacant Land Parcel 14-29-130-011.

Recognition of Elected Officials

Agenda Address

AGENDA ITEMS FOR CITY COUNCIL CONSIDERATION

8. Request for approval of bid by Redigan Outdoor Services.
9. Request for approval of as-needed Engineering Services
10. Request for approval of No-HAZ Agreement.
11. Request to schedule a public hearing for approval to amend the TIFA district boundaries.

Public Comment

Mayor, Clerk, and Council Closings Comments

Adjournment

Ordinance No. xxxx

An ordinance to amend various sections of Chapter 22, Article VIII of the City of Pontiac Code of Ordinances.

The City of Pontiac ordains:

Section 1. Amendments.

Article VIII, Section 22-922 and Section 22-925 shall be amended to read as follows:

22-922 Securing Open Property.

Property subject to this article that is left open and/or accessible shall be subject to entry by the city in order to ensure that the property has not become an attractive nuisance and to ensure that the property is locked and/or secured.

(a) Securing Building from Trespass Required. Every vacant and/or unoccupied building in the city shall be made and maintained secure from trespass by the person responsible therefor.

(b) The owner, person responsible, possessory lender, or lender of property which is found open or unsecured and subject to this article shall be responsible for all city costs associated with securing the property if the owner, person responsible, lender, or possessory lender of property cannot be contacted or does not secure the property within forty-eight (48) hours of city observation. If the owner, person responsible, possessory lender, or lender has failed to secure a property and it has been secured by the city, the city and/or its contracted agent may enter or re-enter the structure upon the authorization of the Building Official to conduct necessary inspections to assure compliance with the requirements of this code and to determine if there are emergency or hazardous health and safety conditions in existence.

(c) In situations where the city determines that the building needs to be immediately secured in order to prevent unauthorized entry into the building, the city may immediately secure the building and the owner, person responsible, possessory lender, or lender of the property shall be responsible for all city costs associated with securing the property.

(d) Method of Securing Building. A vacant or unoccupied building may be made and maintained secure from trespass through the utilization of locked doors and locked windows installed as part of the building; provided, that should either such locked windows or locked doors of the unoccupied building be broken from any cause, then the unoccupied building shall be secured from trespass by the installation and maintenance of material applied to the openings which would otherwise provide accessibility to trespass in the unoccupied building, which, as a minimum, should be durable, weather resistant, substantially impervious to removal through the application of outside force, and treated, covered or painted so as to prevent deterioration of the material through exposure to the weather and other elements of nature. The method of securing building must conform to City of Pontiac Board Up Specifications promulgated in writing by the Building Official.

(e) Installation of Materials. The finished material referred to in section 22-922(d) shall be installed in accordance with the City of Pontiac Board Up Specifications promulgated by the Building Official in writing, and maintained in such manner and shall be of such design, finish, color, and composition so as not to reflect natural or artificial light source glare into the field of vision of travelers upon the public thoroughfare, whether such travelers be pedestrians or operators of motorized or self-propelled vehicles, and in addition, such material and the installation and maintenance thereof shall in no way interfere with, jeopardize, hamper, or be distracting to the attention of users of the public thoroughfare, whether they be operators of motorized or self-propelled vehicles or pedestrians traveling thereon, nor shall such material or the installation or maintenance thereof create any impairment to the visibility of traffic regulation and control signs and devices.

(f) Any owner, person responsible, possessory lender, or lender of property found guilty of violating this section, shall be guilty of a misdemeanor punishable by a fine of up to \$500, or a maximum of 90 days in jail, or both.

22-925 Penalty for violation.

(a) Except as provided in Section 22-922 above, violations of this provision are municipal civil infractions, subjecting persons found responsible for violations to the fines in subsection (b) plus costs, and to the sanctions, remedies and procedures as set forth in this code, with the provision that each day is a separate offense specifically applicable to all violations of this article.

(b) The fine for a first offense to file the required affidavit, failure to maintain the affidavit with current and accurate information, or for failure to file for an annual inspection shall be \$250. Fines for all other violations or occurrences shall be \$500 per each occurrence.

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.

Ordinance No. xxxx

An ordinance to amend various sections of Chapter 22, Article I, Section 22-3 of the City of Pontiac Code of Ordinances.

The City of Pontiac ordains:

Section 1. Amendments.

Article I, Section 22-3 shall be amended to read as follows:

22-3 Penalties for violation.

(a) Violation of any provisions of this article herein adopted shall be deemed to be a municipal civil infraction, punishable by a fine of not less than \$100.00 or more than \$500.00, plus any costs, damages, expenses, or other sanctions. This article is further subject to the repeat offense provision, section 86-501(2) of this Code. Further, each day on which any violation of this article continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, the city may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this article.

(b) Notwithstanding the above, any violation of Unsafe Structures and Equipment Section of the International Property Maintenance Code, currently Section 103, shall be considered a misdemeanor, punishable by a fine of up to \$500, or a maximum of 90 days in jail, or both.

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.

Ordinance No. xxxx

An ordinance to amend Chapter 86, Article VI, Section 86-223 of the City of Pontiac Code of Ordinances.

The City of Pontiac ordains:

Section 1. Amendments.

Article VI, Section 86-223 shall be amended to read as follows:

86-223 Dumping or removing material onto or from public or private property; penalty.

(a) Earth or other materials shall not be dumped, placed on or removed from any premises unless the express, written permission of the owner of such land is obtained and exhibited on request of the enforcing officer by the operator of the vehicle used for loading, transporting or dumping such material. Such permission shall be subject to zoning regulations and to the requirement that no nuisance shall be created.

(b) The provisions of this section shall apply to any vehicle owner or individual who causes or permits ~~his vehicle to~~ any dumping in violation of this section. In any proceeding arising from violation of the provisions of this section, it shall be a rebuttable presumption that the individual or owner of the vehicle is that corporation, partnership or individual in whose name the vehicle is registered, or to whom the license plates are issued, or whose name appears on the body of the vehicle, and that the owner of the vehicle was the person who caused or permitted the vehicle to dump in violation of this section.

(c) The police department, the Building Department, and/or the Department of Public Works shall investigate the complaint of any witness to an allegedly unauthorized dump upon being provided the identity or description of the individual or the name on the vehicle or the license plate number of the vehicle.

(d) Any individual or vehicle owner convicted for violation of this section shall be punished by a fine of not less than \$300.00 and not exceeding \$500.00 or by imprisonment for a period not exceeding 90 days, or by both such fine and imprisonment, in the discretion of the court, and/or community service may be ordered at the discretion of the court.

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.

City of Pontiac

Pontiac City Council

Be It Resolved that the Pontiac City Council adopts by title an Ordinance to amend Chapter 86, Article VI, Section 86-223 of the City of Pontiac Code of Ordinances.

Ordinance No. xxxx

An ordinance to amend various sections of Chapter 22, Article VI of the City of Pontiac Code of Ordinances.

The City of Pontiac ordains:

Section 1. Amendments.

The following various sections of Chapter 22, Article VI, shall be amended to read as follows:

22-417 Certificate of compliance.

When any dwelling or dwelling unit shall be caused to be vacated through condemnation, damage by fire or other causes, or rehabilitation, or in case of conversion of the number of units contained in a building, a certificate of compliance shall be first obtained prior to occupancy. The certificate shall contain the approval of the building inspector. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-453 Penalty for violation of article.

Unless otherwise stated therein, violations of any provisions of this article herein adopted shall be deemed a municipal civil infraction, punishable by a fine of not less than \$100.00, plus any costs, damages, expenses, and other sanctions. This article is further subject to the repeat offender provisions of this Code. This provision states that increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this article. As used in this article, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:

- (1) The fine for any offense which is a first repeat offense shall be no less than \$300.00, plus costs.
- (2) The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be no less than \$500.00, plus costs.

Further, each day on which any violation of this article continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, city may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this article.

22-577 Compliance with exterior property areas standards.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling unit for the purpose of living in such dwellings or premises which do not comply with the requirements of sections 22-578 through 22-582. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-583 Compliance with exterior of structures requirements.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling or multifamily dwelling, or dwelling unit, roominghouse, or rooming unit or portion thereof for the purpose of living in such structure which does not comply with the requirements of sections 22-584 through 22-601. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-602 Compliance with interior structure requirements.

No person shall occupy as owner-occupant, or let another for occupancy, any dwelling, multifamily dwelling, dwelling unit, roominghouse, rooming unit, or portion thereof, for the purpose of living in such dwelling, which does not comply with the requirements of sections 22-603 through 22-614. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-647 Compliance with installation and maintenance requirements.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, multifamily dwelling, dwelling unit, roominghouse, or rooming unit for the purpose of living, sleeping, cooking or eating therein that which does not comply with the requirements of sections 22-648 through 22-653. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-654 Compliance with occupancy requirements.

No person shall occupy or let to another for occupancy any dwelling unit for the purpose of living in such unit that which does not comply with the requirements of sections 22-655 through 22-672. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid

certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-662 Compliance with light and ventilation requirements.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, multifamily dwelling, dwelling unit, roominghouse, or rooming unit for the purpose of living in such unit which does not comply with the requirements of sections 22-663 through 22-669. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

22-669 Minimum fire safety requirements; compliance.

No person shall occupy as owner-occupant, or let to another for occupancy, any dwelling, multifamily dwelling, dwelling unit, roominghouse, rooming unit, lodginghouse, or lodging unit which does not comply with the applicable provisions of the fire prevention sections of the building code and the additional requirements for safety from fire set out in sections 22-670, 22-671 and 22-672. Failure of the property owner, occupier, operator, or other responsible person to obtain a valid certificate of compliance shall be a misdemeanor, punishable by a fine of up to \$500, or 90 days imprisonment, or both.

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP
Deputy Director, Community Development Department

THRU: Jane Bais DiSessa
Deputy Mayor

DA: January 3, 2017

RE: Rescheduling of Public Hearing for Release of Interest in Property

RECEIVED
2017 JAN 20 PM 1:43
COMMUNITY DEVELOPMENT

On December 1, 2016, the following request was presented to your honorable body. The item was referred to your Real Estate Committee and a public hearing was set for December 15, 2016. In accordance with your actions, there was a City Council Real Estate Committee meeting held on December 7, 2016 where the request to release the interest in the property was discussed. On December 15, 2016 the City Council deferred the public hearing for a later date. We are requesting that the public hearing be scheduled for January 12, 2017.

The Salvation Army (TSA) is the process of selling its property commonly known as 118 W. Lawrence. In addition to the West Lawrence Parcel, TSA owns and operates a facility at 112 West Pike. In 1990, the Economic Development Corporation of the City of Pontiac (EDC) conveyed a parcel of land to TSA on the south side of the street across from the West Lawrence Parcel ("the Parking Lot Parcel").

The Quit Claim Deed from the EDC to TSA contains a provision whereby the Parking Lot Parcel will revert to EDC in the event TSA moves from its present site on West Lawrence. TSA is unwilling to sell the West Lawrence Parcel if the reversionary interest remains in force, as this will effectively eliminate parking that is essential for the use of the West Pike Parcel.

The proposed sale of the West Lawrence Parcel will benefit the City by returning this valuable commercial site to the City's tax rolls.

What TSA is proposing is that the City releases its reversionary interest in the Parking Lot Parcel and in turn, TSA will grant the City a reversionary interest in the Parking Lot Parcel should TSA sell the West Pike Parcel. This will essentially maintain the status quo for both the City and TSA.

Since this is an exchange of the City's interest in real property, per section 3.113 of the charter a public hearing is needed. We are requesting that you honorable body adopt the following resolution.



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP
Deputy Director, Community Development Department

THRU: Jane Bais DiSessa
Deputy Mayor

DA: November 29, 2016

RE: Public Hearing for Release of Interest in Property

The Salvation Army (TSA) is the process of selling its property commonly known as 118 W. Lawrence. In addition to the West Lawrence Parcel, TSA owns and operates a facility at 112 West Pike. In 1990, the Economic Development Corporation of the City of Pontiac (EDC) conveyed a parcel of land to TSA on the south side of the street across from the West Lawrence Parcel ("the Parking Lot Parcel").

The Quit Claim Deed from the EDC to TSA contains a provision whereby the Parking Lot Parcel will revert to EDC in the event TSA moves from its present site on West Lawrence. TSA is unwilling to sell the West Lawrence Parcel if the reversionary interest remains in force, as this will effectively eliminate parking that is essential for the use of the West Pike Parcel.

The proposed sale of the West Lawrence Parcel will benefit the City by returning this valuable commercial site to the City's tax rolls.

What TSA is proposing is that the City release its reversionary interest in the Parking Lot Parcel and in turn, TSA will grant the City a reversionary interest in the Parking Lot Parcel should TSA sell the West Pike Parcel. This will essentially maintain the status quo for both the City and TSA.

Since this is an exchange of the City's interest in real property, per section 3.113 of the charter a public hearing is needed. We are requesting that you honorable body adopt the following resolution.

Resolved that the Pontiac City Council schedules a public hearing on granting and releasing an interest in parcel 14-29-453-033 commonly known as 112 W. Pike and the W Lawrence Parking Lot.

City of Pontiac

Pontiac City Council

Be It Resolved that the Pontiac City Council grants and release the interest in real property for parcel 14-29-453-033 commonly known as 112 W. Lawrence Parking Lot.

KOTZ SANGSTER
ATTORNEYS AND COUNSELORS AT LAW

400 RENAISSANCE CENTER
SUITE 3400
DETROIT, MICHIGAN 48243-2618
(313) 259-8300 Main
(313) 259-2451 Fax
WWW.KOTZSANGSTER.COM

David M. Barbour
(313) 259-8700 Direct
dbarbour@kotsangster.com

September 30, 2016

CITY OF PONTIAC
ATTN: MR. GARLAND DOYLE, ASSISTANT
COMMUNITY DEVELOPMENT DIRECTOR
Community Development Department
47450 Woodward Avenue
Pontiac, MI 48342

Re: THE SALVATION ARMY
Proposed Sale of 118 West Lawrence Street
Request for Release of Interest in Property

Dear Mr. Doyle:

This office represents The Salvation Army ("TSA"). Pursuant to our communications with your office beginning on August 10, 2016, we informed you that TSA was in the process of selling its property commonly known as 118 West Lawrence Street ("West Lawrence Parcel"). In addition to the West Lawrence Parcel, TSA owns and operates a facility at 112 West Pike ("West Pike Parcel"). In 1990, The Economic Development Corporation of the City of Pontiac ("EDC") conveyed a parcel of land to TSA on the south side of the street across from the West Lawrence Parcel (the "Parking Lot Parcel"). To this day, the Parking Lot Parcel provides essential parking for the TSA facilities in the neighborhood including in particular the West Pike Parcel.

The Quit Claim Deed from the EDC to TSA contains a provision whereby the Parking Lot Parcel will revert to EDC in the event TSA moves from its present site on West Lawrence. TSA is unwilling to sell the West Lawrence Parcel if the reversionary interest remains in force, as this will effectively eliminate parking that is essential for the use and enjoyment of the West Pike Parcel.

The proposed sale of the West Lawrence Parcel will benefit not only TSA, but also the City by returning this valuable commercial site to the City's tax rolls.

What TSA is proposing is that the City release its reversionary interest in the Parking Lot Parcel and in turn, TSA will grant the City a reversionary interest in the Parking Lot Parcel should TSA sell the West Pike Parcel. This will essentially maintain the status quo for both the City and TSA. At the same time, both parties will enjoy the economic benefits associated with the sale of the West Lawrence Parcel.

433277/14101



PONTIAC | MICHIGAN | GRAND RAPIDS | MICHIGAN | BUCHANAN | SOUTH HAVEN | ST. JOSEPH

KOTZ SANGSTER WYsocki P.C.

September 30, 2016
Page 2 of 2

In order to memorialize an agreement reached between the City and TSA in this regard, we propose two documents be prepared and recorded with the Oakland County Register of Deeds. The documents are a Release of Interest in Property by the City and an Agreement Granting Interest in Property that will essentially convey to the City a reversionary interest in the Parking Lot Parcel in the event of the sale of the West Pike Parcel. Drafts of these two proposed documents are included with this letter.

We are happy to meet with you and any other City officials to answer your questions and address concerns. As TSA has a sale pending with regard to the West Lawrence Parcel, time is of the essence.

Please contact me at your earliest opportunity to discuss this matter.

Sincerely,

KOTZ SANGSTER WYsocki P.C.


DAVID M. HARBOUR.

DMB/jh
Enclosure
Via FEDERAL EXPRESS & EMAIL

cc: Client (via Email)

09/30/16 (10:11)
09/30/16

Harbour
09/30/16

DRUMHELLER (11/11) | GRANT RABBIT | JULES | BUCHANAN | JORDAN HAVEN | ST. JAMES

AGREEMENT GRANTING INTEREST IN PROPERTY

This Agreement Granting Interest in Property (the "Agreement") by and between The Salvation Army, an Illinois corporation whose address is 5550 Prairie Stone Parkway, Hoffman Estates, Illinois 60122 ("Grantor") and the City of Pontiac, a Michigan municipal corporation whose address is 17450 Woodward Avenue, Pontiac, Michigan 48342 ("Grantee"), made effective as of the date of the last signature on this Agreement (the "Effective Date").

RECITALS

- A. The Economic Development Corporation of the City of Pontiac (the "EDC") conveyed to Grantor title to a certain parcel of real property located at or about West Lawrence Street in the City of Pontiac, Oakland County, Michigan, more fully described on the attached Exhibit "A" (the "Parking Lot Parcel"), by Quit Claim Deed dated June 19, 1990, recorded in Liber 11492, Page 321, Oakland County records on June 28, 1990 and re-recorded in Liber 11519, Page 820, Oakland County Records on August 20, 1990 (the "Conveyance").
- B. The Conveyance contained a reversionary interest in the Parking Lot Parcel which the Grantee, as successor in interest to EDC, at the request of Grantor, has subsequently released, terminated and cancelled.
- C. In consideration for the release of reversionary interest in the Parking Lot Parcel by Grantee, Grantor has agreed to grant to Grantee a similar interest in the Parking Lot Parcel upon the terms and conditions more particularly set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises herein set forth, the parties hereby agree as follows:

1. Grant A Reversionary Interest. Grantor hereby grants to Grantee a reversionary interest in the Parking Lot Parcel, whereby all right, title and interest in the Parking Lot Parcel will revert to Grantee upon the sale by Grantor of its fee simple interest in a certain parcel of real property located in the City of Pontiac, Oakland County, Michigan, described as:

Lot 49, except the westerly 30 feet; also all of Lots 50, 51, 52 and 53, Assessor's Plat No. 112, according to the plat thereof as recorded in Liber 53 of Plats, page 7, Oakland County Records;

and Lot 24, Assessor's Plat No. 113, according to the plat thereof
as recorded in Liber 53 of Plats, page 8, Oakland County Records.

Commonly known as: 112 West Pike Street.
Part of Parcel No.: 14-29-453-033

2. Recording. The parties agree to cause this Agreement to be recorded with the Oakland County Register of Deeds to give record notice of the interest of Grantee in the Parking Lot Parcel.
3. Contingency. This Agreement is contingent upon final approval and execution by the Board of Trustees of The Salvation Army, Territorial Headquarters, Hoffman Estates, Illinois.
4. Authority. Grantor and Grantee each represent and warrant to the other that (a) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (b) this Agreement constitutes the legal valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary boards, directors, shareholders, partners, managers, members, executive and/or committee action as the case may be of each party.

IN WITNESS WHEREOF Grantor and Grantee have caused this Agreement to be executed
as of the day and year below their respective signatures.

GRANTOR:

THE SALVATION ARMY;
an Illinois corporation

Dated: _____

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, a Notary Public within and for said
county, personally appeared _____ to me
known to be the same person described in and who executed the foregoing instrument, and who
acknowledged to me that he executed the same as his free and voluntary act and deed.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires: _____

GRANTOR:
CITY OF PONTIAC,
A Michigan municipal corporation

Dated: _____

By:
He:

STATE OF MICHIGAN)
COUNTY OF _____) ss.

On this _____ day of _____, 2016, before me, a Notary Public within and for said
county, personally appeared _____ to me
known to be the same person described in and who executed the foregoing instrument, and who
acknowledged to me that he executed the same as his free and voluntary act and deed.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires _____

*Instrument drafted by and when
recorded return to:*

David M. Barbout, Esq.
Kotz Smagator Wysocki P.C.
400 Renaissance Center, Ste. 3400
Detroit, MI 48243

EXHIBIT "A"

Lot 47, except the Southerly part measured 22.76 feet along the West lot line and 33.95 feet along the East lot line, also all of Lot 48, also the Westerly 30 feet of Lot 49, Assessor's Plat No. 112, according to the plat thereof as recorded in Liber 53 of Plats, page 7; Oakland County Records.

RELEASE OF INTEREST IN PROPERTY

The City of Pontiac, a Michigan municipal corporation, as successor in interest to The Economic Development Corporation of the City of Pontiac, a public body corporate organized pursuant to Michigan P. A. 338 of 1974, as amended and dissolved by Resolution of its Board of Directors held on April 18, 2012, and approved by Order Number 8-179 of Louis H. Schluessel, Emergency Manager of the City of Pontiac, dated April 16, 2012, hereby RELEASES, TERMINATES AND CANCELS any and all reversionary interest in the following premises situated in the City of Pontiac, Oakland County, Michigan, described as follows:

Lot 47, except the Southerly part measured 22.76 feet along the West lot line and 32.95 feet along the East lot line, also all of Lot 48, also the Westerly 20 feet of Lot 49, ASSessor's PLAT NO. 112, according to the plat thereof as recorded in Liber 53, page 7 of Plats, Oakland County Records,

as reserved to it in that certain Quit Claim Deed dated June 19, 1990 and recorded in Liber 11442, Page 321, Oakland County Records on June 28, 1990 and re-recorded in Liber 11519, Page 820 Oakland County Records on August 28, 1999.

Commonly known as: West Lawrence Street Parking Lot
Part of Tax ID No: 14-29-453-033

CITY OF PONTIAC,
A Michigan municipal corporation

Dated: _____

By: _____
Its: _____

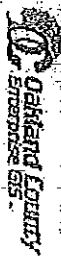
STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, before me, a Notary Public within and for said county, personally appeared _____ to me known to be the same person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free and voluntary act and deed.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My commission expires: _____

Instrument drafted by and when
recorded return to:

David M. Barbour, Esq.
Katz Smayda Wysocki P.C.
400 Renaissance Center, Ste. 3400
Detroit, MI 48243



Label Service

Select Records By

1. PIN

1429459083

2. Address

112 W. 10th

3. School District

Zoom In

4. CMT and Class Code

Select A CMT

Class Code

Select a CMT Field

Remember 1000 results

5. CMT and Not Code

Select A CMT

Not Code

Select CMT Field

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DEPARTMENT OF COMMUNITY DEVELOPMENT

Memorandum

To: Honorable City Council
From: Garland S. Doyle, M.P.A., CNP, Deputy Director, Community Development Department
Thru: Jane Bais-DiSessa, Deputy Mayor
Date: January 3, 2017
Re: Sale of Vacant Land Parcel 14-28-380-035

The City has received an offer from Community Housing Network to purchase a vacant lot for \$500.00. Parcel #14-28-380-035 is 0.060 acres of land located on S. Paddock. The proposed sale was discussed at the City Council Real Estate Committee on December 7, 2016.

In accordance with Chapter 3.1113 of the City Charter, we are requesting that your Honorable Body schedule a public hearing on the offer to purchase vacant land.

Subsequently, City Council may consider Community Housing Network's offer to purchase parcel #14-28-380-035.

Since this Agreement will have a benefit to the City, I am recommending that the City Council pass the following two resolutions:

Resolved, that the Pontiac City Council schedules a public hearing on the offer to purchase vacant lots on [insert date].

At a subsequent City Council meeting:

City Council accepts the offer from Community Housing Network for \$500.00 to purchase parcel #14-28-380-035.

Be it further resolved that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.

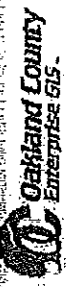
RECEIVED
2017 JAN 20 PM 1:43
CITY OF PONTIAC

City of Pontiac

Pontiac City Council

Be It Resolved that the Pontiac City Council accepts the offer from Community Housing Network for \$500.00 to purchase parcel #14-28-380-035.

Be I Further resolved, that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.



Label Service

Select Parcels By

1. PIN:

2. Address:

3. School District:

4. CVT and Class Code:

5. CVT and NB Code:

Select A CVT:

Select A CVT First:

Select A CVT:

Select A CVT First:

Select Road:



Zoom	PIN	ACRES
1	1428380035	0.00003847

This site is best viewed with Microsoft Internet Explorer 5.0 and later versions.

Disclaimer: Feedback



DEPARTMENT OF COMMUNITY DEVELOPMENT

Memorandum

To: Honorable City Council

From: Garland S. Doyle, M.P.A., CNP, Deputy Director, Community Development Department

Thru: Jane Bais-DiSessa, Deputy Mayor

Date: January 3, 2017

Re: Sale of Vacant Land Parcel 14-29-130-011

The City has received an offer from David Wolf, Wolf Homes, Inc. to purchase a vacant lot for \$150.00. Parcel #14-29-130-011 is 0.10 acres of land located on Pinegrove. The proposed sale was discussed at the City Council Real Estate Committee on December 7, 2016.

In accordance with Chapter 3.1113 of the City Charter, we are requesting that your Honorable Body schedule a public hearing on the offer to purchase vacant land.

Subsequently, City Council may consider Wolf Homes, Inc. offer to purchase parcel #14-29-130-011.

Since this Agreement will have a benefit to the City, I am recommending that the City Council pass the following two resolutions:

Resolved, that the Pontiac City Council schedules a public hearing on the offer to purchase vacant lots on [insert date].

At a subsequent City Council meeting:

City Council accepts the offer from Wolf Homes, Inc. for \$150.00 to purchase parcel #14-29-130-011.

Be it further resolved that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.

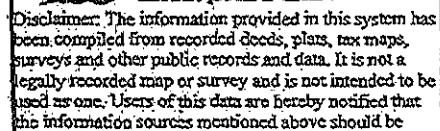
RECEIVED
2017 JAN 20 PM 1:44
JANUARY 20 2017

City of Pontiac

Pontiac City Council

Be It Resolved that the Pontiac City Council accepts the offer from Wolf Homes, Inc. to purchase parcel #14-29-130-011.

Be I Further resolved, that the Pontiac City Council authorizes the Mayor and Clerk to execute the sell.



- Legend**

	Selected Features		US Highways		Municipal Boundary
	PLSS Section		State Highways		Water Area
	Tax Parcel		Major and Minor Road		Swamp or Marsh
	Lot		Major Roads		Lake or Pond
	Highway and Freeway		Minor Roads		Stream or River
	Interstates		Subdivision		Current Imagery



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2017 JAN 20 PM 1:56
CITY OF PONTIAC

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
Terrence King, DPW Director

DATE: January 17, 2017

RE: City owned parking lots and sidewalks- Redigan

The Department of Public Works has prepared and advertised a request for proposals for snow removal in all city owned parking lots, sidewalks and parking areas in the downtown area along Saginaw Street. This contract work will be paid out of the budgeted line item under local snow removal.

The respondents to the RFP were:

- Redigan Outdoor Services: \$5,930 per occurrence
- Pavex Corporation \$21,105 per occurrence
- Ozell's Landscaping & Snow removal \$0.00 (no bid)

The bids were tabulated and checked. Based on the review, the lowest qualified bidder is Redigan Outdoor Services @ \$5,930 per occurrence

It is the recommendation of the Department of Public Works that the City accepts the bid by Redigan Outdoor services and authorizes the Mayor or Deputy Mayor to sign a contract for Snow removal services. The bid amount is within budget constraints.

WHEREAS, The City of Pontiac has advertised and received responses to a proposal For snow removal services on city owned parking lots, sidewalks and Parking areas along Saginaw Street in the downtown and;

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and;

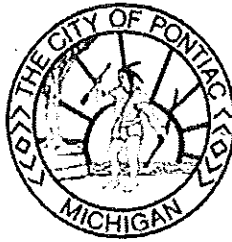
WHEREAS, the City identified the low bidder as Redigan Outdoor services with a total of \$5,930

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized thru the Mayor or the Deputy Mayor to enter into a contract with Redigan Outdoor Services for snow removal services

TDK

Attachments

Resolution of the Pontiac City Council



Whereas, the City of Pontiac has advertised and received responses to a proposal for snow removal and salt services on city owned parking lots, sidewalks and parking areas along Saginaw Street in the downtown and;

Whereas, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and;

Whereas, the City identified the low bidder as Redigan Outdoor services with a total of \$5,930.00

Now, Therefore, Be It Resolved: The Pontiac City Council authorized through the Mayor or the Deputy Mayor to enter into a contract with Redigan Outdoor Services for snow removal and salt services.



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council / Transition Advisory Board

FROM: Jane Bals-Disessa, Deputy Mayor, at the request of
John V. Balint, City Engineer

DATE: January 17, 2017

RE: As-Needed Engineering Services

RECEIVED
2017 JAN 20 PM 1:44
CITY OF PONTIAC

The Engineering Division has prepared and advertised a request for qualifications for As-Needed Engineering Services. Qualifications were accepted on October 24, 2016 at 2:00 PM in the office of the City Clerk and publically opened at that time.

There were twelve respondents to the RFQ. They were:

- Alfred Benesch and Company
- Anderson, Eckstein and Westrick, Inc.
- Giffels Webster Engineers
- Hubbell, Roth and Clark, Inc.
- John and Anderson, Inc.
- The Mannik and Smith Group, Inc.
- Nowak and Fraus Engineers
- NTH Consultants
- OHM Advisors
- William J. Popp Co., LLC
- Rowe Professional Services Company
- Spalding DeDecker

A three-member review panel comprised of the Director of the Department of Public Works, the Purchasing Agent and the City Engineer individually reviewed the responses and awarded points based on the responses. A firm was able to obtain as many as 100 points from each evaluator in the following categories in the individual service categories of Plan Review, Preliminary and Final Engineering, Surveying, Construction Engineering, Storm Water Management, Bridge Design and Inspection, Architecture, Environmental:

- Understanding of Service-20 points
- Qualifications of Team-50 points
- Past Performance-30 points

Due to the wide variety of expertise needed, we are looking to have multiple consultants under contract as not any one consultant performs or are experts in all aspects of civil engineering. This will not increase our budget. No consultant will

have a guaranteed or contract dollar amount. Projects will be assigned to the consultant based on expertise and cost.

Based on the review, and the individual tabulation sheet attached, the Department of Public Works, Engineering Division is recommending that the following consultants for as-needed contracts:

1. Hubbell, Roth and Clark, Inc.
2. Alfred Benesch and Company
3. Nowak and Fraus
4. Anderson Eckstein and Westrick
5. NTH Consultants

It is the recommendation of the Department of Public Works that the City accept this tabulation and authorize the Mayor or Deputy Mayor to enter into as-needed engineering contracts with the above mentioned consultants.

WHEREAS, The City of Pontiac has advertised and received responses to a request for qualifications for As-Needed Engineering Services on October 24, 2016 and publically opened bids, and;

WHEREAS, a review panel has scored the responses, and;

WHEREAS, The diverse types of work and project in the next few years will necessitate multiple firms with varied expertise, and;

WHEREAS, after scoring, the most qualified consultants were: Hubbell, Roth and Clark, Inc, Alfred Benesch and Company, Nowak and Fraus, Anderson Eckstein and Westrick and NTH Consultants. The total funding for any and all work performed under these as-needed contracts will not exceed budgeted amounts.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter a three year contracts with; Hubbel, Roth and Clark, Inc, Alfred Benesch and Company, Nowak and Fraus, Anderson Eckstein and Westrick and NTH Consultants for as-needed engineering services as budgeted in the general fund and both major and local street funds.

JVB

attachments



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
Terrence King Director DPW

DATE: January 19, 2017

RE: NO-HAZ Agreement with Oakland County

The Department of Public Works is requesting approval of the inter-local agreement with Oakland County for Hazardous waste disposal. In 2016 the city participated in this annual program to provide the residents with the ability to dispose of these items in a proper manner.

The annual cost to the City of Pontiac is \$6,000 and is a low cost option compared to others that we have researched. There will be **no charge** to the residents of the City of Pontiac.

The cost of this program is budgeted and will be paid from sanitation funds.

All of the specifics to the program along with the resolution and agreement are attached.

TDK

Attachments

RECEIVED
2017 JAN 26 AM 11:59
CITY OF PONTIAC

Resolution of the Pontiac City Council



Whereas, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and,

Whereas, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and,

Whereas, recognizing there is a need to provide regular easily accessible household hazardous waste collection services to North Oakland County residents; and,

Whereas, collection events for household waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

Whereas, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ), and,

Whereas, the NO HAZ Consortium has developed a household hazardous waste collection program, and,

Whereas, a NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NO HAZ program, and,

Whereas, the NO HAZ Interlocal agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ program.

Now, Therefore, Be It Resolved: That our community, the City of Pontiac, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature and with no cost to be borne by the citizens of Pontiac, and,

Be It Further Resolved; that we hereby appoint Terrance King as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2017.



OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Bret Rasegan, Manager - Planning
Office: (248) 858-5445 | raseganb@oakgov.com

November 22, 2016

Dear NO HAZ Consortium member:

Attached please find the 2017 NO HAZ program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings. There are a few changes from the 2016 Interlocal agreement, so I am also attaching a marked up copy of last year's Interlocal to compare the changes between the two.

A resolution is attached which approves the agreement as well as ensures that each community appoints a representative to the NO HAZ Advisory Board. It also lists whether your community wishes to charge residents \$10, \$15 or to not charge them at the collection events in 2017.

Please send the following back no later than January 31, 2017:

- two signed copies of the Interlocal Agreement (note that on the front page and page 13 you need to fill in an address)
- signed resolution
- copy of meeting minutes (you can send draft minutes)

Information should be sent to the following address:

Oakland County Economic Development & Community Affairs
Attn: Whitney Callo
2100 Pontiac Lake Road, Bldg. 41W
Waterford, MI 48328-0409

Feel free to contact Whitney Callo of my staff at 248-858-2071 or at callo@oakgov.com if you need additional information or if there is a problem in meeting the deadline. Thank you for your participation in the NO HAZ program. I look forward to working with you next year.

Sincerely,

Bret Rasegan, Manager
Oakland County Planning

RECEIVED
2017 JAN 20 PM 1:45
CITY OF OAKLAND

**THE NORTH OAKLAND
HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ), and

WHEREAS, the NO HAZ Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NO HAZ program, and,

WHEREAS, the NO HAZ Interlocal agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ program.

Now Therefore be It Resolved: That our community, _____, hereby approves the attached NO HAZ Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we hereby appoint _____ as our official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2017.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the _____, at a regular meeting held on _____.

INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
[NAME OF MUNICIPALITY]

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and [Name and Address of Municipality]:

("MUNICIPALITY").

In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. GOALS OF THE PROGRAM:

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. OBJECTIVES OF THE PROGRAM:

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. DEFINITIONS The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 "ACCEPTABLE HAZARDOUS WASTE" shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 "ADMINISTRATIVE COSTS" shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 "AGENT" OR "AGENTS" of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 "AGREEMENT" means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. Exhibit A (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. Exhibit B (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 "CLAIM(S)" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 "COLLECTION SCHEDULE" means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2017 year program in cooperation with the NO HAZ Board.
- 5.7 "COLLECTION SITE PROTOCOL" shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties

- 5.8 "COUNTY" means Oakland County, 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, subcontractors, volunteers, and/or any such persons' successors.
- 5.9 "HAZARDOUS WASTE VENDOR" shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 "HAZARDOUS WASTE COLLECTION COSTS" shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 "MUNICIPALITY" as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 "NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NO HAZ BOARD") means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 "PARTICIPATING MUNICIPALITY" means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 "PROGRAM HOST" means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. COUNTY RESPONSIBILITIES Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NO HAZ program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NO HAZ BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NO HAZ BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY'S RESPONSIBILITIES

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such

assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2016 NO HAZ events will be assessed \$50.00 per collection event in 2017.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2016 NO HAZ events will be assessed \$125.00 per collection event in 2017.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2016 NO HAZ events will be assessed \$250.00 per collection event in 2017.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2017 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits,

unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.

10. MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.

11. PARTICIPATION FEES A MUNICIPALITY may charge participating residents a fee to participate in NO HAZ events. This fee will be collected by the COUNTY at the NO HAZ events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. FINANCIAL RESPONSIBILITIES

12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.

12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists

of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NO HAZ events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. MUNICIPALITY'S FAILURE TO PAY

- 13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.
- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS 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 any attorney fees.

- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 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.

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 "The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor."

15.1.2 "The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies."

15.1.3 "Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee."

16. LENGTH OF AGREEMENT This AGREEMENT shall become effective at 12:01 A.M., January 1, 2017, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2017.

17. TERMINATION OR CANCELLATION OF AGREEMENT Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:
- 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
18. SUSPENSION OF SERVICES Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. LIMITATION OF LIABILITY The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

20. 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.
21. COMPLIANCE WITH LAWS Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. DISCRIMINATION The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. PERMITS AND LICENSES Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. 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.
25. FORCE MAJEURE Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. IN-KIND SERVICES This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. DELEGATION/SUBCONTRACT/ASSIGNMENT A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. 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.

29. 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.
30. 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 number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. NOTICES 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: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Waste Resource Management, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
 - 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
32. 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.

33. AGREEMENT APPROVAL AND AMENDMENT

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. ENTIRE AGREEMENT This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. CONCLUSION: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that he has been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

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

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXHIBIT A**2017 Projected NO HAZ Budget**

2017 NO HAZ Program Cost Details		
Program Management		\$26,382.00
Collection Costs		\$5372.00
Administration		\$1162.00
Education and Outreach		\$14,600.00
TOTAL		\$47,416.00
2017 NO HAZ Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (Including computer & electronic waste and latex paint)		*\$36.15 each
<i>This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i>		
<i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i>		

EXHIBIT B - 2017 Estimated Costs

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$23,708.00			\$23,708.00	\$36.15		
Addison*	8,351	1.79%	\$423.65	118	2.24%	\$530.94	\$4,286.70	\$1,180.00	\$4,040.19
Clarkston**	882	0.26%	\$58.82	26	0.48%	\$116.89	\$839.80	\$390.00	\$726.71
Groveland*	5,476	1.54%	\$365.19	58	1.10%	\$260.97	\$2,096.70	\$680.00	\$2,142.87
Independence*	34,881	9.76%	\$2,312.87	612	11.62%	\$2,763.71	\$22,123.80	\$6,120.00	\$21,070.38
Lake Angelus	290	0.08%	\$19.34	36	0.68%	\$161.98	\$1,301.40	\$0.00	\$1,482.72
Oakland*	16,779	4.72%	\$1,118.99	412	7.82%	\$1,863.80	\$14,893.80	\$4,120.00	\$13,746.69
Orion	35,394	9.96%	\$2,360.42	1090	20.69%	\$4,904.48	\$39,403.60	\$0.00	\$46,668.40
Oxford	20,626	6.77%	\$1,368.87	646	10.34%	\$2,452.24	\$18,701.76	\$0.00	\$23,522.86
Pontiac*	69,516	16.74%	\$3,969.04	69	1.31%	\$310.47	\$2,494.35	\$680.00	\$6,083.86
Rochester	12,711	3.68%	\$847.69	349	6.62%	\$1,570.33	\$12,616.35	\$0.00	\$15,034.38
Rochester Hills**	70,995	19.97%	\$4,734.64	1,271	24.12%	\$5,718.90	\$46,946.65	\$19,065.00	\$37,335.18
Rose*	6,260	1.76%	\$416.81	32	0.61%	\$143.98	\$1,166.80	\$320.00	\$1,397.60
Springfield*	13,940	3.92%	\$929.65	189	3.59%	\$850.41	\$6,832.35	\$1,890.00	\$6,722.42
Waterford*	71,707	20.17%	\$4,782.12	462	8.77%	\$2,078.78	\$16,701.30	\$4,620.00	\$18,942.20
	355,497	100.00%	\$23,708.00	6,269	100.00%	\$23,708.00	\$190,474.35	\$38,975.00	\$198,916.35

* = Community charges participants \$10 each to participate in NO HAZ events

** = Community charges participants \$15 each to participate in NO HAZ events

(1.) This is only an estimate. The actual costs will be determined by which communities are members of NO HAZ in 2017, and the number of participants in the program from each of the member communities.

(2.) The cost per vehicle including electronic waste is \$36.15.

(3.) The total administration fee is \$47,416.00, which includes 5 collection events.

(4.) The number of participants is estimated using the 2016 number of participants and adding 16%.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate.

Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate.

A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.

BID TAB

DATE & TIME:

ACTIVITY:

12/12/2016 @ 2:00 PM

12/12/2016 @ 2:00 PM

Snow Plowing Parking Lot & Sidewalks

	Ozell's Landscaping & Snow Removal Auburn Hills, MI				Redigan Outdoor Services, LLC Waterford, MI				PAVEX Corporation Trenton, MI			
	Plowing	Sidewalk	Salting	Removal	Plowing	Sidewalk	Salting	Removal	Plowing	Sidewalk	Salting	Removal
1 City Hall 47450 Woodward Ave. (73,000 sf lot, 925 lf sidewalk)	NO BID	NO BID	NO BID	NO BID	\$ 200.00	\$ 100.00	\$ 225.00	\$ 450.00	\$ 1,200.00	\$ 450.00	\$ 500.00	\$ 3,000.00
2 Sheriff's Substation 210 E. Pike Street (64,500 sf lot, 730 lf sidewalk)	NO BID	NO BID	NO BID	NO BID	\$ 245.00	\$ 130.00	\$ 320.00	\$ 450.00	\$ 1,100.00	\$ 250.00	\$ 300.00	\$ 2,100.00
3 Robert Bowen Center 52 Bagley Street (42,600 sf lot, 440 lf sidewalk)	NO BID	NO BID	NO BID	NO BID	\$ 1,300.00	\$ 50.00	\$ 140.00	\$ 450.00	\$ 800.00	\$ 250.00	\$ 300.00	\$ 1,800.00
4 Ruth Peterson Center 990 Joslyn Road (20,000 sf lot, 300 lf sidewalk)	NO BID	NO BID	NO BID	NO BID	\$ 80.00	\$ 40.00	\$ 95.00	\$ 450.00	\$ 440.00	\$ 200.00	\$ 250.00	\$ 820.00
5 50th District Court 79 N. Saginaw (13,650 sf lot, 1010 lf sidewalk)	NO BID	NO BID	NO BID	NO BID	\$ 50.00	\$ 200.00	\$ 225.00	\$ 450.00	\$ 500.00	\$ 600.00	\$ 550.00	\$ 1,700.00
6 Walkway in front of Phoenix Center South side of Water Street between Saginaw and Mill (sidewalk only, 470 lf sidewalk)		NO BID	NO BID			\$ 60.00	\$ 55.00			\$ 295.00	\$ 100.00	
7 Riverfront Park 9 N. Saginaw (public sidewalk only, 60 lf sidewalk)		NO BID	NO BID			\$ 30.00	\$ 20.00			\$ 225.00	\$ 75.00	
8 Vacant Property Lots at Oakland and N. Saginaw (Casser E Chavez/Saginaw) (sidewalks only, 140 lf sidewalk)		NO BID	NO BID			\$ 30.00	\$ 20.00			\$ 225.00	\$ 75.00	

9 On Street Parking Spaces:

Saginaw North of Plaza (121 spaces)	NO BID
----------------------------------------	--------

\$ 70.00

\$ 3,000.00

10 Salt

\$ NO BID /ton	\$ NO BID /man hr	\$ 130.00 /ton	\$ 50.00 /man hr	\$ 145.00 /ton	\$ 65.00 /man hr
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Opened by City Clerk: Sherida Hawkins

Date: 12/12/16 @ 2:00 pm

Witness: Michelle McKenzie, Purchasing Agent

Witness: John Balint, City Engineer

Qualification Tabulation

Quantification Information																																
Employment	Peak Bandwidth				Available Rural Employees				Seasonality				Contractual Employment				Specialized Management				Design Details				Architectural				Professional			
	CS	RS	Total	%	CS	RS	Total	%	CS	RS	Total	%	CS	RS	Total	%	CS	RS	Total	%	CS	RS	Total	%	CS	RS	Total	%				
Network & Print Systems	70.00	200.00	270.00	61.83	200.00	75.00	275.00	61.83	100.00	60.00	160.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83				
Network & Print Systems	70.00	200.00	270.00	61.83	200.00	75.00	275.00	61.83	100.00	60.00	160.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83	60.00	75.00	135.00	61.83				
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PONTIAC CITY CLERK

Memorandum

To: Honorable City Council

From: Garland S. Doyle, M.P.A., CNP, Deputy Director, Community Development Department

Thru: Jane Bais-DiSessa, Deputy Mayor

Date: January 17, 2017

Re: Amendment of TIFA district boundaries

The City of Pontiac received a request from Rivore Metals, LLC and Nestoros Properties, LLC (Rivore) to establish a brownfield on parcels 19-04-226-001 commonly known as 366 E. South Boulevard, 19-04-226-003 commonly known as 400 E. South Boulevard and 19-04-226-013 commonly known as 500 South Boulevard for the reuse and new construction of three warehouse buildings totaling 105,200 square feet. Rivore is proposing a \$6 million investment over three phases. As a result of their redevelopment, they estimate that they will create 10-20 new jobs as well as relocate 30 current positions to Pontiac. The project was presented to both the TIFA and Brownfield Boards on December 8, 2016. The brownfield request will be forwarded to the Oakland County Brownfield Redevelopment Authority once authorized by your honorable body. Because the parcels in which the brownfield would be designated are part of an existing Tax Increment Finance Authority district, either the parcels must be entirely removed from the district or the development plan must be amended.

The process to remove a parcel from a TIFA district is the same as creating a TIFA district, and is governed by MCL 125.1803. First, the City Council must pass a resolution of intent to amend the boundaries and in that resolution set a date for a public hearing with notice published twice in the newspaper of general circulation not less than 20 days and not more than 40 days before the date of the hearing. In addition, notice must be mailed to the property taxpayer of record in the affected area, and the notice of the hearing must be mailed by certified mail to the governing body of each taxing jurisdiction levying taxes that would be subject to capture if the amendment is approved. The notice shall state the date, time, and place of the hearing, and shall describe the boundaries of the proposed district. At the hearing, a citizen, taxpayer, or the property owner of the City has the right to be heard in regard to this matter. After the hearing, if the City Council intends to proceed with the amendment, the City Council shall adopt, by majority vote of its members a resolution designation the boundaries as amended. Such resolution is subject to the veto process established by the city charter. Upon final approval, the resolution is to be filed with the secretary of state and published at least once in a resolution of general circulation.

I have attached a copy of the Rivore Metals Development Brownfield Plan which includes a map of the subject parcels.

The developer is working on a tight schedule, so Council action is requested as follows:

1. At the Council meeting on January 26, 2017 adopt the attached resolution setting the date and time of the required public hearing, for February 23, 2017.
2. The City Clerk is to publish the notice of public hearing to appear on January 27, 2017 and January 30, 2017 in the Oakland Press.
3. The City Council holds the public hearing as part of the meeting on Thursday, February 23, 2017.
4. The City Council votes on the resolution amending the district boundaries on Thursday, February 23, 2017 after the hearing.

If Council concurs, please approve the following resolution:

Whereas, the City of Pontiac has received a request to establish a brownfield district within the existing TIFA district; and,

Whereas, in order for the brownfield district to be established, the parcel must either be removed from the TIFA district or the district must be removed from the TIFA development plan; and,

Whereas, because the current parcel's taxable value is significantly below the base value of the parcel, removal from the TIFA district is most desirable; and,

Therefore, be it resolved that the Pontiac City Council shall hold a public hearing during its regular scheduled City Council meeting at 6:00 P.M. on Thursday, February 23, 2017 in Pontiac City Hall, City Council Chambers, 47450 Woodward Ave., for the purpose of receiving public comment on the proposal to remove from the boundaries of the Tax Increment Finance Authority parcels 19-04-226-001, 19-04-226-003 and 19-04-226-013.

**Resolution to set a public hearing for the removal of parcels
19-04-226-001, 19-04-226-003 and 19-04-226-013
from the boundaries of the Tax Increment Finance Authority**

Whereas, the City of Pontiac has received a request to establish a brownfield district within the existing TIFA district; and,

Whereas, in order for the brownfield district to be established, the parcel must either be removed from the TIFA district or the district must be removed from the TIFA development plan; and,

Therefore, be it resolved that the Pontiac City Council shall hold a public hearing during its regular scheduled City Council meeting at 6:00 P.M. on Thursday, February 23, 2017 in Pontiac City Hall, City Council Chambers, 47450 Woodward Ave., for the purpose of receiving public comment on the proposal to remove from the boundaries of the Tax Increment Finance Authority parcels 19-04-226-001, 19-04-226-003 and 19-04-226-013.

Parcel 19-04-226-001

A parcel of land situated in the Northeast ¼ of Section 4, T2N, R10E, within the City of Pontiac, Oakland County, Michigan, more particularly described as:

Land in "Assessor's Plat No. 98", as recorded in Liber 1B of Plats, Page 98, Oakland County Records. All that part of Lots 1 and 2 described as beginning at the Northwest corner of Lot 1; thence easterly along the northerly lot lines 580.1 feet; thence S 02°09'01" E, 85.6 feet to the northerly wall of a building; thence N 87°50'59" E, along said northerly wall, 40.75 feet to the easterly line of a brick wall; thence S 02°09'01" E, along said easterly line of wall, 267 feet more or less to the southerly line of former Baldwin Rubber property; thence S 87°51'14" W, 160 feet more or less to the westerly line of said Lot 2; thence northerly along the westerly line of said Lots 1 and 2 to the point of beginning, except the north 17 feet for street widening, also except a parcel in the southwest corner of the above described as being 48.50 feet on the north and south lines and 42.00 feet on the east and west lines.

Parcel 19-04-226-003

A parcel of land situated in the Northeast ¼ of Section 4, T2N, R10E, within the City of Pontiac, Oakland County, Michigan, more particularly described as:

Land in "Assessor's Plat No. 98", as recorded in Liber 1B of Plats, Page 98, Oakland County Records. Part of Lots 1 and 2, beginning on the north line of Lot 2, distant N 87°50'59" E, 180.10 feet from the northwest corner of Lot 2; thence S 02°09'01" E, 85.60 feet to the north wall of a building; thence N 87°50'59" E, 40.75 feet to a brick wall dividing building; thence S 02°09'01" E, 267 feet; thence N 87°51'14" E, 478.07 feet; thence N

02°08'46" W, 15 feet; thence N 87°51'14" E, 244 feet; thence N02°09'01"W, 337.16 feet; thence S 87°50'59" W, 762.82 feet to the point of beginning. Except the northerly 17 feet for street widening.

Parcel 19-04-226-013

A parcel of land situated in the Northeast ¼ of Section 4, T2N, R10E, within the City of Pontiac, Oakland County, Michigan, more particularly described as:

Land in "Assessor's Plat No. 98" as recorded in Liber 1B of Plats, Page 98, Oakland County Records. Part of Lot 2 beginning at a point distant S 87°50'59" E, 942.92 feet from the northwest lot corner; thence S 87°50'59" E, 300 feet; thence S 02°09'01" W, 290.18 feet; thence S 16°11'11" W, 41.23 feet; thence N 87°51'14" W, 290 feet; thence N 02°09'01" E, 337.16 feet to the point of beginning. Except the northerly 17 feet taken for road.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Memorandum

To: Honorable City Council

From: Garland S. Doyle, M.P.A., CNP, Deputy Director, Community Development Department

Thru: Jane Bais-DiSessa, Deputy Mayor

Date: January 24, 2017

Re: Rivore Metals Development Brownfield Plan

The City of Pontiac received an updated brownfield plan from Rivore Metals, LLC and Nestoros Properties, LLC (Rivore) dated January 24, 2017. It is attached. This plan replaces the January 4, 2017 dated plan. The updated plan reflects the Oakland County Brownfield Redevelopment Authority Resolution to cap the local contribution to 55.78% of the total millages.

RECEIVED
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CITY OF PONTIAC

**OAKLAND COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

**FOR THE RIVORE METALS DEVELOPMENT
LOCATED AT 366, 400 AND 500 EAST SOUTH BOULEVARD
PONTIAC, MICHIGAN**

January 24, 2017

Approved by BRA:
Approved by Board of Commissioners:

Prepared on Behalf of:

**Nestoros Properties, LLC and Rivore Metals, LLC
850 Stephenson Highway, Suite 308
Troy, Michigan 48083
Contact Person: Mr. Kosta Marsellis
Telephone: (248) 397-8724
Email: kosta@rivore.com**

Prepared By:

**PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Stacey DeSantis
Telephone: (248) 414-1417
Email: desantis@pmenv.com**



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APPENDICES

Appendix A	Documentation that the Property is a "Facility"
Appendix B	Parcel Map, Site Plan, Rendering and Site Photos
Appendix C	Eligible Activities Estimates
Appendix D	Tax Increment Financing Table
Appendix E	Legal Description

*Brownfield Plan for the Rivore Metals Development
Located at 366, 400 and 500 East South Boulevard, Pontiac, Michigan
PM Project No. 01-7719-0-001; January 24, 2017*

PROJECT SUMMARY

Project Name:	Rivore Metals Development
Project Location:	The property is located at 366, 400 and 500 East South Boulevard, Pontiac, Oakland County, Michigan.
Type of Eligible Property:	Property is determined to be a "facility"
Eligible Activities:	Baseline Environmental Site Assessments, Due Care Activities, Demolition, Site Preparation, Infrastructure Improvements, and Preparation of a Brownfield Plan and 381 Work Plan
Reimbursable Costs to the Developer:	\$1,824,600 (Includes eligible activities and 15% contingency)
Years to Complete Developer Reimbursement:	Approximately 22 years
Estimated Total Investment:	Approximately \$6 million
Job Creation:	Approximately 10-20 full-time new jobs as well as an anticipated 40-45 jobs via partnership with Goodwill Industries Outsource / Greenworks program.
Project Overview:	This redevelopment is for a locally based company to expand operations in Oakland County. The multi-phase development project includes site infrastructure and demolition activities of the existing property for the reuse and new construction of three warehouse buildings totaling 105,200 square feet.

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of Oakland County ("the County"), the County has established the Oakland County Brownfield Redevelopment Authority (OCBRA) (the "Authority") pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended.

The primary purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of and private investment in certain "Brownfield" properties within the County. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible tax payers willing to invest in revitalization of eligible sites, commonly referred to as Brownfields. By facilitating redevelopment of Brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the County.

The identification or designation of a developer or proposed use for the eligible property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended as necessary to achieve the purposes of Public Act 381, as amended (Act 381). The applicable sections of Act 381, as amended are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(1) of Act 381.

This Brownfield Plan is a single phase associated with the redevelopment of the Property.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

Terms used in this Plan are defined as provided in the following statutes, as appropriate:

The Brownfield Redevelopment Financing Act, 1996 Mich. Pub. Acts. 502 which amended Pub. Act 381, M.C.L. § 125.2651 et seq., as amended

III. BROWNFIELD PROJECT

DESCRIPTION OF THE PROPERTY AND BASIS FOR ELIGIBILITY

The Eligible Property has historically consisted of three (3) legal parcels totaling approximately 11.2 acres with a street address of 366, 400 and 500 East South Boulevard, Pontiac, Oakland County, Michigan (the "Property").

Property Address	Parcel ID	Approximate Acreage	Facility or Adjacent to a Facility
366 East South Boulevard	64-19-04-226-001	2.817	Adjacent
400 East South Boulevard	64-19-04-226-003	6.197	Facility
500 East South Boulevard	64-19-04-226-013	2.186	Facility

The Property is zoned Industrial and is located in an area of the City of Pontiac in Oakland County characterized by industrial and residential properties.

The parcels included in this Plan can be considered "eligible property" as defined by Section 2 of Act 381 because (a) it is located within the City of Pontiac within Oakland County, a Qualified Local Government Unit; (b) two parcels comprising the Property have been determined to be a "facility" and (c) one parcel is adjacent to the "facility".

PM reviewed previous environmental reports (completed in 2016) which were completed for the subject property. Summaries of the reviewed reports, as applicable to the subject property are presented below.

The subject property was utilized from 1924 to 2015 for the manufacturing of rubber cement, plastics, auto parts, flooring, chemicals, and machinery, for moving and storage and a waste disposal site.

The environmental conditions at the Property have been evaluated during the course of environmental due diligence activities by Dragun and Triterra. Soil at the Property contains multiple contaminants at concentrations above the Part 201 Generic Residential Cleanup Criteria (GRCC). Based on these laboratory analytical results, the Property meets the requirements for classification as a "facility" under Section 20101 of NREPA Act 451, Part 201, as amended. Chemicals that were detected in soil at concentrations exceeding one or more generic Part 201 criteria are Arsenic, Barium, Benzene, 1,1-Dichloroethene, Ethylbenzene, Methylene chloride, 2-Methylnaphthalene, Naphthalene, Phenanthrene, Selenium, Trichloroethylene, 1,2,4-Trimethylbenzene, Vinyl Chloride, Xylenes and Zinc. Target parameters were detected in soil gas at concentrations below respective Residential and Non-Residential Vapor Intrusion Shallow Soil Gas (sub-slab) Screening Levels. Target parameters were also detected in soil at concentrations below respective Non-Residential Groundwater Volatilization to Indoor Air Inhalation Criteria; however, certain concentrations were above Vapor Intrusion Groundwater Screening Levels.

Text and figures from the Baseline Environmental Assessment (BEA), dated June 1, 2016, documenting the "facility" status is provided in Appendix A.

PROJECT DESCRIPTION

Nestoros Properties, LLC (and/or Rivore Metals LLC), or such other developer as approved by the Authority, are collectively the project developer ("Developer") and intend to use brownfield redevelopment tax increment financing to reimburse the cost of the eligible activities described herein. All activities are needed to prepare the Property for redevelopment and reuse.

The proposed redevelopment includes three phases of site infrastructure and demolition activities of the existing property for the reuse and new construction of three warehouse buildings totaling 105,200 square feet. This property is in a prime location for this type of industry. The property has been unused, vacant and an eye sore for the City for several years. Located within Pontiac's Diamond Corridor (Diamond Triangle) and along the City's Non-Motorized trail system.

The developer will invest an estimated \$6 million dollars over three phases in the redevelopment and create approximately 10-20 new direct jobs for the area as well as relocation of 15 current jobs. These jobs will range in salary from \$35,000 to \$68,000. Additionally a partnership with Goodwill Industries Outsource / Greenworks program is being pursued. Greenworks assists in

employing structurally unemployed individuals pursue career opportunities. An anticipated 40-45 jobs via the partnership with Greenworks tenants is expected within phases two and three.

The first phase of development was started in Fall of 2016 with a slated completion goal of Spring 2017. Phase one includes reuse of the existing 35,200 square foot building on the 500 parcel for future use in sorting, processing, storage and office space for metals trading and project management operations. This phase will work to repair the property's poor condition which was in shambles from the previous owner with debris, open basements, buried footings and stockpiles of fill soil. Phase one will thus include removal of all debris and concrete foundations on site, backfill and grading activities to level the property and placement of millings to prepare the property for additional development. Phase I began in October 2016 at the request of the City of Pontiac as they are eager for the anticipated improvements to be made as soon as possible.

Phase two will begin in Spring of 2017 to include development of an additional warehouse and processing building on the western portion of the property (the parcel identified as East 366 South Boulevard) totaling approximately 30,000 square feet. Parking will be developed surrounding the building. This phase is anticipating inclusion of Greenworks for the use of a welding school along with recycling activities for Consumers and DTE. Goodwill's Green Works, Inc. is a Detroit-based subsidiary of Goodwill Industries of Greater Detroit that began in 2010. Green Works offers cost saving, environmentally friendly asset recovery services to customers such as DTE Energy and is the first standalone free enterprise venture undertaken by Goodwill Industries of Greater Detroit. The City of Pontiac has been very supportive of this project and is excited to have their residents working with Greenworks. The City also requested that the site clearing and preparation activities start immediately due to concerns from citizens regarding the poor condition the property was left in by the former owner.

Phase three will begin in Fall of 2018 to support additional growth for both Greenworks and Rivore. It will include a final warehouse building totaling approximately 40,000 square feet on the central parcel (the parcel identified as 400 East South Boulevard). Additional parking will be added to support the expanding building. Additionally, extensive landscaping, curb and sidewalk improvements along the property line will be created to improve the overall condition and aesthetics of the area.

A preliminary site plan and rendering are included in Appendix B.

IV. BROWNFIELD PLAN ELEMENTS

A. Description of Costs to Be Paid for with Tax Increment Revenues and Summary of Eligible Activities (Sec. 13 (1)(a),(b))

Tax Increment Financing revenues will be used to reimburse the costs of "Eligible Activities" (as defined by Section 2 of PA 381) as permitted under the Brownfield Redevelopment Financing Act that include: Baseline Environmental Site Assessments, Due Care Activities, Demolition, Site Preparation, Infrastructure Improvements, and Preparation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activity expenses is included in Appendix C. The total amount of developer reimbursement utilizing tax increment revenues is a not-to-exceed amount of \$1,824,600.

The following eligible activities and budgeted costs are intended as part of the development of the Property and are to be financed solely by the developer. The Authority is not responsible for the cost of eligible activities and will incur no debt.

1. Baseline Environmental Site Assessment Activities; Phase I Environmental Site Assessment (ESA), Phase II ESA, Baseline Environmental Assessment (BEA), Documentation of Due Care Compliance (DDCC) and Vapor Intrusion Assessment at a cost of \$22,100.
2. Due Care Activities if determined necessary; Soil and/or groundwater evaluation for onsite management and additional Vapor Intrusion Assessment including sampling in the area of the proposed future buildings, Vapor Intrusion Mitigation for Development Phase Two and Three at an estimated cost of \$315,000.
3. Demolition Activities; disposal of non-reusable/non-recyclable building elements, foundation removal and disposal, fill/compaction and rough grading to balance site where building and improvements were located, professional fees related engineering and design work directly related to building and/or site demolition activities at an estimated \$735,000.
4. Site Preparation Activities; geotechnical engineering including investigating existing subsurface conditions, assessing risks posed by site conditions, designing earthworks and structure foundations, temporary traffic and erosion control and grading including reasonable mass grading of entire project site at an estimated cost of \$355,000.
5. Infrastructure Improvements; side walk improvements, curbs and gutters, professional fees related to engineering and design work if directly related to Infrastructure improvements at an estimated cost of \$145,000.
6. Preparation of Brownfield Plan and associated activities (e.g. meetings with BRA, etc.) at a cost of approximately \$20,000.

All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is approximately \$1,592,100, with a 15% contingency of \$232,500 for a not to exceed total of \$1,824,600 unless the Plan is amended and approved by the BRA and County Commission. This plan also accounts for the capture of \$5,000 annually, for OCBRA administration fees.

A complete listing of the Eligible Activities is included in Appendix C.

B. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec.13(1)(c))

Incremental taxes on real property included in the redevelopment project will be captured under this Brownfield Plan to reimburse eligible activity expenses. The taxable value of the real property was \$234,630 for the 2016 tax year. The estimated taxable value of the completed development is \$1,900,000. This assumes a phase-in to include all three project phases for completion of the redevelopment, which has been incorporated into the tax increment financing assumptions for this Plan. An annual increase in taxable value of 1% has been used for calculation of future tax

increments in this Plan. Appendix D details the estimate of capture tax increment revenues for each year of the Plan from the eligible property.

C. Method of Financing and Description of Advances by the Municipality (Sec.13(1)(d))

Redevelopment activities at the property will be funded by Nestoros Properties, LLC (and/or Rivore Metals LLC). Costs for eligible activities funded by Nestoros Properties, LLC (and/or Rivore Metals LLC) will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. No advances will be made by the Authority for this project. All reimbursements authorized under this Plan, as amended shall be governed by the Reimbursement Agreement.

D. Maximum Amount of Note or Bonded Indebtedness (Sec.13(1)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

E. Beginning Date and Duration of Brownfield Plan (Sec.13(1)(f))

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan, as amended. The Property will become part of this Plan on the date this Plan is approved by Oakland County Board of Commissioners.

F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec.13(1)(g))

The anticipated activities reimbursed or funded through tax increment financing total \$1,824,600 for developer reimbursement and \$100,000 estimated for Local Site Remediation Revolving Fund (LSRRF) capture totaling \$1,924,600.

Taxes will continue to be generated to taxing jurisdictions on local captured millages and school millages at the base taxable value of \$234,630 throughout the duration of this plan totaling approximately \$12,897 annually.

School tax capture is currently proposed under this plan. However, if approval is not received it is anticipated school tax capture will provide new tax revenue of \$986,264 throughout the duration of this Plan.

Non-capturable millages; including MESSA Judgement, Zoo Authority and Art Institute, will see an immediate increase in tax revenue following redevelopment and will provide anticipated new tax revenue of \$28,647 throughout the duration of this plan.

For a complete breakdown of the captured millages and developer reimbursement refer to the Tax Increment Financing Table in Appendix D.

G. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec.13(h))

The legal description of the Property included in this Plan is attached in Appendix E.

A copy of the BEA, which documents the property as a "facility" is included in Appendix A.

A map of the Property location and site drawings are included in Appendix B.

H. Displacement and Relocation of Individuals on Eligible Property (Sec.13(i-j))

No displacement of residents or families is expected as part of this project.

I. Description of Proposed Use of Local Site Remediation Revolving Fund (Sec.13(m))

Use of the LSRRF is not part of the scope of this project, however, the LSRRF is anticipated to capture taxes for two years following reimbursement of eligible activities to the developer.

J. Other Material that the Authority or Governing Body Considers Pertinent (Sec.13(n))

At this time, the developer is seeking reimbursement from the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF) and may seek Michigan Department of Environmental Quality (MDEQ) support for the use of school millages. Should MEDC/MSF and/or MDEQ reimbursement not be received, the total local tax capture amount approved under this plan has been capped to 55.78% of the total millages. The tax increment financing table provided in Appendix D includes the assumption of MEDC/MSF and MDEQ approval.

Appendix A





BROWNFIELD DEVELOPMENT | ENVIRONMENTAL CONSULTING | NATURAL RESOURCES

BASELINE ENVIRONMENTAL ASSESSMENT

*Conducted Pursuant to Section 20126(1)(c)
of Public Act 451 of 1994, as amended*

**366, 400, AND 500 SOUTH BOULEVARD EAST
PONTIAC, MICHIGAN 48341**

June 1, 2016

Prepared For:

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Project No. 16-1584



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- Table 1: Soil Analytical Results
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ATTACHMENTS

- Attachment 1: Property Description Information
Attachment 2: Triterra's April 26, 2016 Phase I ESA
Attachment 3: Soil Boring Logs
Attachment 4: Laboratory Analytical Reports
Attachment 5: Professional Qualifications

Baseline Environmental Assessment

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June 1, 2016



1.0 INTRODUCTION

This Baseline Environmental Assessment (BEA) describes the known environmental conditions and concerns associated with three parcels of land located at 366, 400, and 500 South Boulevard East, Pontiac, Oakland County, Michigan (hereinafter referred to as the Property). Furthermore, this BEA, as defined by the Environmental Remediation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, and the Part 201 Rules promulgated thereunder, has been prepared for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s). Additionally, this BEA has been conducted within 45 days of Nestoros Properties, LLC (the Submitter) becoming the owner of the Property.

In order to maintain the exemption to liability, the owner/operator will also disclose this BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Rule 919. The owner/operator of the Property also understands and will comply with their due care obligations under Section 20107a with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the Property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the Property.

Triterra prepared this BEA on behalf of the Submitter and in general accordance with the applicable Administrative Rules for Part 201, effective December 21, 2002, the Michigan Department of Environmental Quality (MDEQ) "Baseline Environmental Assessment Submittal Form" [Form EQP 4025 (February 2015)], and the MDEQ guidance document titled "Contents of a BEA Report." Triterra is providing this BEA to the MDEQ in accordance with Section 20126(1)(c)(ii) of Part 201.

The Property Location and Property Orientation Diagrams are presented as Figure 1 and 2, respectively. The Submitter plans to acquire 400 and 500 South Boulevard East on or before July 31, 2016, and has an option to purchase 366 South Boulevard East.

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2.0 PROPERTY INFORMATION

The Property is located at 366, 400, and 500 South Boulevard East in the City of Pontiac, Oakland County, Michigan (Figure 1). The legal descriptions of the Property, tax identification numbers 19-04-226-001, 19-04-226-003, and 19-04-226-013 are included in Attachment 2.

The Property consists of approximately 11.21 acres developed with an approximately 35,200-square foot, industrial building containing a one-story warehouse located at 500 South Boulevard East. The remainder of the Property consists of concrete and asphalt-paved parking and driveways, an outdoor metal sorting yard, a dirt/gravel lot, demolition debris piles, and the concrete foundation of the building previously located at 400-440 South Boulevard East. Property layout and boundaries are depicted on the Property Orientation Diagram (Figure 2).

Electrical services are provided by the DTE Electric. Natural gas is provided by Consumers Energy. The Oakland County Water Resource Commission provides potable water and sewer services to the Property.

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3.0 SUMMARY OF PHASE I ESA

The historical and current uses of the Property were evaluated as part of Triterra's April 26, 2016 Phase I ESA, which is included as Attachment 2. The Phase I ESA was conducted according to the ASTM International (ASTM) Practice E 1527-05/13, which is accepted in the U.S. Environmental Protection Agency regulations as satisfying one component of the requirements of All Appropriate Inquiries (AAI) under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA).

Based on Triterra's review of historical information, from 1924 to current day, the property has been utilized for the manufacturing of rubber cement, plastics, auto parts, flooring, chemicals, and machinery, for moving and storage, a liquid waste disposal site, metal recycling/processing, and various commercial and office uses. Prior to 1924, a church was located on the eastern portion of the Property, and the remainder was most likely undeveloped.

The Phase I ESA revealed the following recognized environmental conditions (RECs) in connection with the Property:

- The documented presence of soil contamination from historical operations at the Property. A 2012 subsurface investigation completed by Dragun Corporation revealed the presence of arsenic and various volatile organic compounds (VOCs) at levels above the MDEQ Part 201 GCC in soil on the Property. Therefore, the Property meets the definition of a "facility", as defined by Section 20101 of PA 451, Part 201, as amended.
- The potential for unknown and/or undocumented releases of hazardous substances and/or petroleum products associated with historical and current industrial operations on the Property.
 - The Property was used for industrial and waste disposal purposes from at least 1924 to current day, and involved the use of petroleum products and hazardous substances. Historical operations included a rubber cement factory, auto part manufacturer, plastics and chemical manufacturer, and liquid hazardous waste disposal and storage.
 - A metal scrap processing company currently operates in the building located at 500 South Boulevard East. Triterra observed the use and storage of hydraulic oil, motor oil, die lubricants, diesel, gasoline, and metalworking fluids on the Property. Unidentified spills were observed beneath the metal processor and in the pit below. Stains were observed on the concrete in the north portion of the warehouse, and strong petroleum odor, visible sheen and staining were observed near the southwest exit of the warehouse.
 - A railroad spur has run along the west side of the Property since at least 1907 and was likely used to transport various materials including coal, petroleum products, and/or hazardous substances.
 - A 1924 Sanborn map depicts a gas tank north of the Van Auken Company factory, and two gas tanks located north of the Baldwin Rubber Company factory in the 1950 and 1970 Sanborn maps.
- The potential for migration of contamination from nearby off-site sources.
 - Triterra identified six sites of environmental concern on the EDR report. The sites of concern are located directly adjacent, or hydrologically upgradient of the Property and have the potential to have impacted the Property.

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- A 1950 Sanborn map depicts a coal yard north of the Property; transformers, five buried oil tanks, and a rubber cement factory to the west and southwest of the Property.
- An automobile manufacturing plant was located on the east adjoining site (560-660 South Boulevard East), and operated for at least 66 years. Thirty USTs containing petroleum products and other hazardous materials have been removed or closed in the ground on the site; thirteen releases from the USTs have been reported.

The Phase I ESA has also revealed the following Historical REC in connection with the Property:

- A release was reported June 9, 1999 following the removal of two 5,000-gallon gasoline underground storage tanks (USTs) and a 10,000 gallon diesel UST located on the Property (Section 5.1). On September 27, 1999 Michigan Department of Natural Resources and Michigan Environmental Services Investigation granted a Tier I closure for the release.

Trioterra encountered the following data gaps associated with historical Property use: the first developed uses of the Property prior to 1907 and the use of the Property in 1907-1924, and 1924-1937 could not be determined. However, due to the industrial nature of the Property and the RECs identified above, it is Trioterra's opinion that the data gap did not impair the ability to identify RECs in connection with the Property.

No limitations were encountered during the Property walkover.

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4.0 KNOWN CONTAMINATION

Information about known contamination which was used to prepare this BEA was obtained from the documents listed below. Subsurface investigation of the Property is summarized in the following subsections.

- Baseline Environmental Assessment (BEA), 366 and 400 South Boulevard East, Pontiac, Michigan, dated February 20, 2013, completed by Dragun Corporation (Dragun)
- BEA, 500 South Boulevard East, Pontiac, Michigan, dated August 9, 2012, completed by Dragun.

Triterra also completed Phase II ESA activities for the Property on May 10, 2016. The following subsections summarize the subsurface investigation.

4.1 Subsurface Evaluations

2012 Subsurface Evaluation and Subsurface Conditions

On April 27, 2012, Dragun advanced twelve soil borings on the Property. A total of twelve soil samples were collected and analyzed for one or more of the following constituents: volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), hexavalent chromium, cyanide, and Michigan Ten Metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc). The soil samples collected were submitted to Fibertec Environmental Services (Fibertec) of Holt, Michigan. The chemical analysis results for samples collected during this assessment are shown on the attached Figures. The 2012 BEA's are on file with the MDEQ and therefore are not included with this BEA.

Soil borings were advanced to depths ranging from 2 feet to 20 feet below ground surface (bgs) except where refusal was encountered. Soil samples were visually classified in general accordance with the Unified Soil Classification System (USCS). Descriptions of soil conditions encountered at each boring are documented on the Soil Boring Logs are included in Attachment 3.

The surface materials encountered at the soil borings generally consisted of either approximately 3 to 7 inches of concrete in the paved portions of the Property or 5 to 12 inches of silty sand topsoil in the unpaved areas. The soil was primarily clayey silt below the surface layer at borings DSB-1, DSB-4, DSB-5, DSB-7 located at 366 and 400 South Boulevard East, and borings DSB-2, DSB-3, DSB-4, and DSB-5 with occasional partings of clayey silt and silty sand. Fill materials consisting of fine to medium sand with gravel were encountered beneath the buildings located at 400 and 500 South Boulevard East.

A temporary groundwater monitoring well was installed at DSB-1 within the southern portion of the warehouse located at 500 South Boulevard East. Insufficient groundwater was encountered to collect a sample from the temporary well. Groundwater was not encountered at the remaining boring locations within depths explored which ranged from 6 to 20 feet bgs. Soil Boring Location Maps are attached.

2016 Subsurface Evaluation and Subsurface Conditions

On May 10, 2016, Triterra advanced eleven soil borings (B1 through B11) to evaluate current soil conditions on the Property. A total of ten soil samples were collected and analyzed for the following constituents: VOCs, PAHs, and Michigan Ten Metals. Two vapor point screens (SG1 and SG2) were installed in the office portion of the warehouse at 500 South Blvd. East. Two soil gas samples were collected using a laboratory prepared

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BottleVac and submitted to ALS Laboratories in Holland, Michigan for VOC chemical analysis using Method TO-15. The soil boring and vapor point locations are depicted on Figure 3. The chemical analysis results for samples collected during this assessment and the analytical laboratory report prepared by ALS Laboratories are included in Attachment 4.

Soil borings were advanced to depths ranging from 1 foot to 7.5 feet bgs except where refusal was encountered. Soil samples were visually classified in general accordance with the Unified Soil Classification System (USCS). Descriptions of soil conditions encountered at each boring are documented on the Soil Boring Logs are included in Attachment 3.

4.2 Subsurface Conditions

The surface materials encountered in soil borings B1 thru B5 generally consisted of fill material consisting of brown to reddish-brown fine to medium sand with trace silt; with trace gravel, brick fragments, asphalt pieces, slag, and coal pieces to approximately two feet bgs followed by silty clay and/or clayey sand extending to the explored depths of the borings. The surface materials encountered in the shallow soil borings B6 thru B11 consisted of fill materials similar to those found in borings B1 thru B5.

4.3 Summary of Contamination

The environmental conditions at the Property have been evaluated during the course of environmental due diligence activities by Dragun and Triterra. Soil at the Property contains constituents at concentrations above the Part 201 Generic Residential Cleanup Criteria (GRCC). Based on these laboratory analytical results, the Property meets the requirements for classification as a "facility" under Section 20101 of NREPA Act 451, Part 201, as amended.

Chemicals that were detected in soil at concentrations exceeding one or more generic Part 201 criteria are listed in the table below.

Soil Analytical Results that Exceed Generic Residential Cleanup Criteria					
CONSTITUENT/ CAS NUMBER	DRAGUN 2012 366 & 400 S. Blvd. E. SAMPLE LOCATION	DRAGUN 2012 500 S. Blvd. E. Sample Location	TRITERRA 2016 SAMPLE LOCATION	MAXIMUM CONCENTRATION (mg/kg)	GRCC EXCEEDED
Arsenic 7440382	DSB-3 (3'-4')	DSB-3 (1'-2')	B2 (1.5'-2.5') B3 (2.0'-4.0') B5 (5.5'-7.5') B7 (0.0'-1.0') B9 (0.0'-1.0')	11,000	DW, GSI, DC
Barium 7440393	NA	NA	B1 (1.0-2.5')	590,000	GSI
Benzene 71432	DSB-1 (8'-10') DSB-5 (12'-14')	NA	NA	65,000	DW, GSI, SVIA, VSIC
1,1-Dichloroethene 75354	NA	DSB-1 (0-2')	NA	510	DW, SVIA

Soil Analytical Results that Exceed Generic Residential Cleanup Criteria					
CONSTITUENT/ CAS NUMBER	DRAGON 2012 366 & 400 S. Blvd. E. SAMPLE LOCATION	DRAGON 2012 500 S. Blvd. E. Sample Location	TRI TERRA 2016 SAMPLE LOCATION	MAXIMUM CONCENTRATION (µg/kg)	GRCC EXCEEDED
Ethylbenzene 100414	DSB-1 (8'-10') DSB-5 (12'-14')	NA	NA	7,400	DW, GSI
Methylene chloride 75092	NA	NA	B3 (2.0-4.0')	4,700	DW
2-Methylnaphthalene 91576	NA	NA	B3 (2.0-4.0')	48,000	GSI
Naphthalene 91203	NA	NA	B3 (2.0-4.0')	5,000	GSI
Phenanthrene 85018	NA	NA	B3 (2.0-4.0')	6,100	GSI
Selenium 7782492	DSB-4 (2'-3')	NA	NA	450	GSI
Trichloroethylene 79016	DSB-6 (14'-16')	NA	B7 (0.0-1.0') B10 (0.0-1.0')	530	DW
1,2,4- Trimethylbenzene 95636	DSB-1 (8'-10')	NA	B3 (2.0-4.0')	9,600	DW, GSI
Vinyl Chloride 75014	DSB-5 (14'-16')	NA	NA	440	DW, GSI, SVIA
Xylenes 1330207	DSB-1 (8'-10') DSB-5 (14'-16')	NA	NA	21,000	DW, GSI
Zinc 7440666	NA	NA	B7 (0.0'-1.0')	520,000	GSI

Note: DW = Drinking Water Criteria; GSI = Groundwater Surface Interface Criteria; DCC = Direct Contact Criteria; Soil Volatilization to Indoor Air Inhalation (SVIA); Volatile Soil Inhalation Criteria (VSIC); NA = Not applicable. Concentrations reported in ppb (parts per billion or µg/kg)

4.4 Abandoned Containers

The Property will continue metals recycling operations and no discarded or abandoned containers will be located on the Property. Therefore, a notice of abandoned container has not been included with this BEA.

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5.0 LIKELIHOOD OF OTHER CONTAMINATION

Based on the results of the subsurface investigation, some target constituents were measured at levels above the respective laboratory method reporting limits but below Part 201 GRCC in soil samples collected during the subsurface investigation completed for the Property. Therefore, a potential exists that these constituents may be present at levels above Part 201 GRCC elsewhere on the Property. The extent of contamination for identified constituents has not been delineated, nor is it the responsibility of the Submitter.

Triterra cannot guarantee all potential contaminants or the extent of contamination has been identified. Unknown and/or undetected contamination resulting from historical activities or off site sources may be present on the Property.

Baseline Environmental Assessment

366, 400, and 500 South Boulevard East, Pontiac, Michigan

June 1, 2016



6.0 CONCLUSIONS

The Property meets the definition of a "facility", as defined by Section 20101 of PA 451, Part 201, as amended, due to the presence of arsenic, barium, benzene, 1,1-dichloroethene, ethylbenzene, 2-methylnaphthalene, methylene chloride, naphthalene, phenanthrene, selenium, trichloroethylene (TCE), 1,2,4-trimethylbenzene, vinyl chloride, xylenes, and zinc in soil at concentrations greater than the Part 201 GRCC.

Triterra performed the BEA based upon soil and groundwater conditions identified on the Property during April 2012 and May 2016 subsurface investigations. In the process of obtaining information in preparation of this BEA report, procedures were followed that represent current reasonable and accepted practices and principles, in a manner consistent with the level of care and skill ordinarily exercised by members of these professions.

Baseline Environmental Assessment

366, 400, and 500 South Boulevard East, Pontiac, Michigan

June 1, 2016



7.0 IDENTIFICATION OF THE AUTHORS OF THE BEA

This BEA was authored by Meredith Crane (Environmental Scientist), and reviewed by J.P. Buckingham (COO-Associate Geologist). Professional qualifications are presented in Attachment 6.

Baseline Environmental Assessment

366, 400, and 500 South Boulevard East, Pontiac, Michigan

June 1, 2016



8.0 REFERENCES

Phase I Environmental Site Assessment, 366, 400, and 500 South Boulevard East, Pontiac, Michigan, dated April 26, 2016, completed by Trlterra.

Baseline Environmental Assessment, 366 and 400 South Boulevard East, Pontiac Michigan, dated February 20, 2013, completed by Dragun Corporation.

Baseline Environmental Assessment, 500 South Boulevard East, Pontiac Michigan, dated August 9, 2012 completed by Dragun Corporation.

Michigan Natural Resources and Environmental Protection Act, 1994 451, Part 201, as amended, and the Part 9 Rules, dated December 21, 2002, as applicable.

Michigan Department of Environmental Quality, Part 201 Generic Cleanup Criteria and Screening Levels, revised December 30, 2013.

Michigan Department of Environmental Quality, MDEQ – RRD's Operational Memorandum No. 2, dated October 22, 2004.

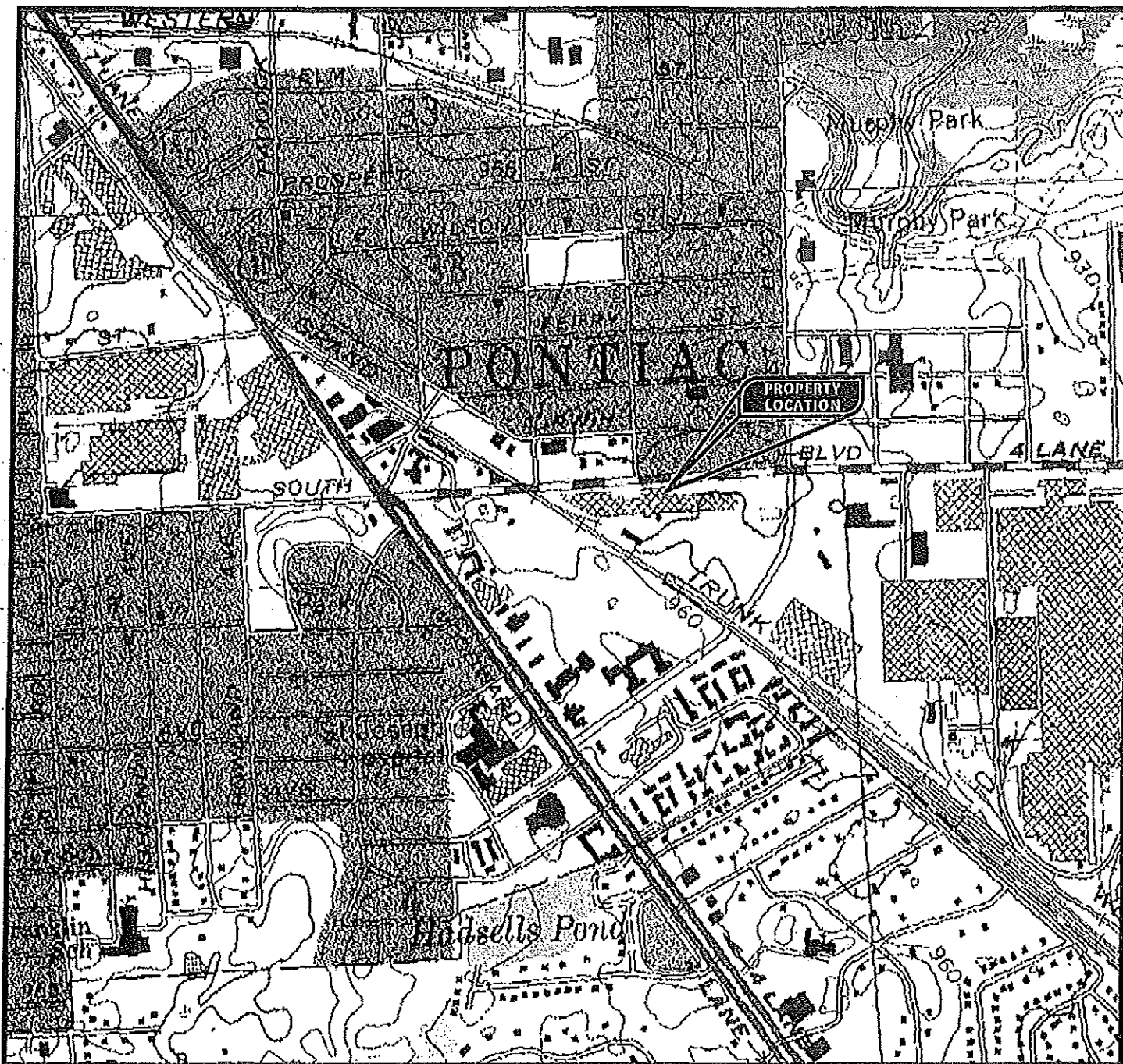


FIGURE 1 PROPERTY LOCATION

366, 400, & 500 SOUTH BOULEVARD EAST
PONTIAC, MICHIGAN 48341

OAKLAND COUNTY
T 02N., R 10E., SECTION 04

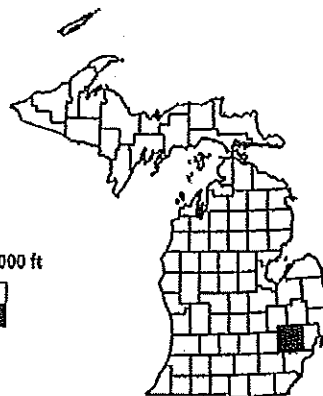
PROJECT NUMBER: 16-1584

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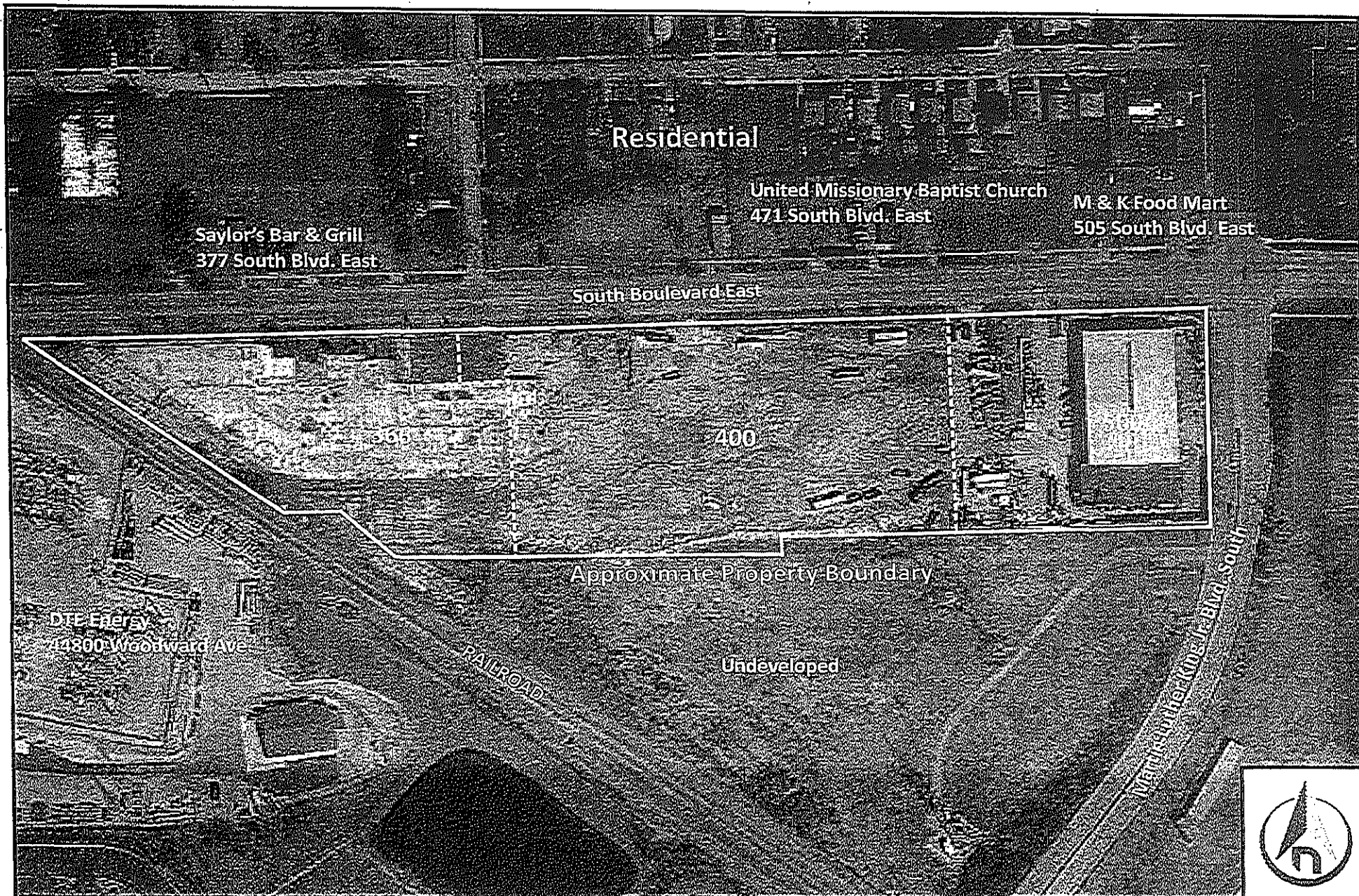


FIGURE 2

PROPERTY ORIENTATION DIAGRAM

PROJECT NUMBER: 16-1583

366, 400 & 500 SOUTH BOULEVARD EAST
PONTIAC, MICHIGAN 48341

DIAGRAM CREATED BY: MPC

DATE: 4/7/2016

TRIOTERRA

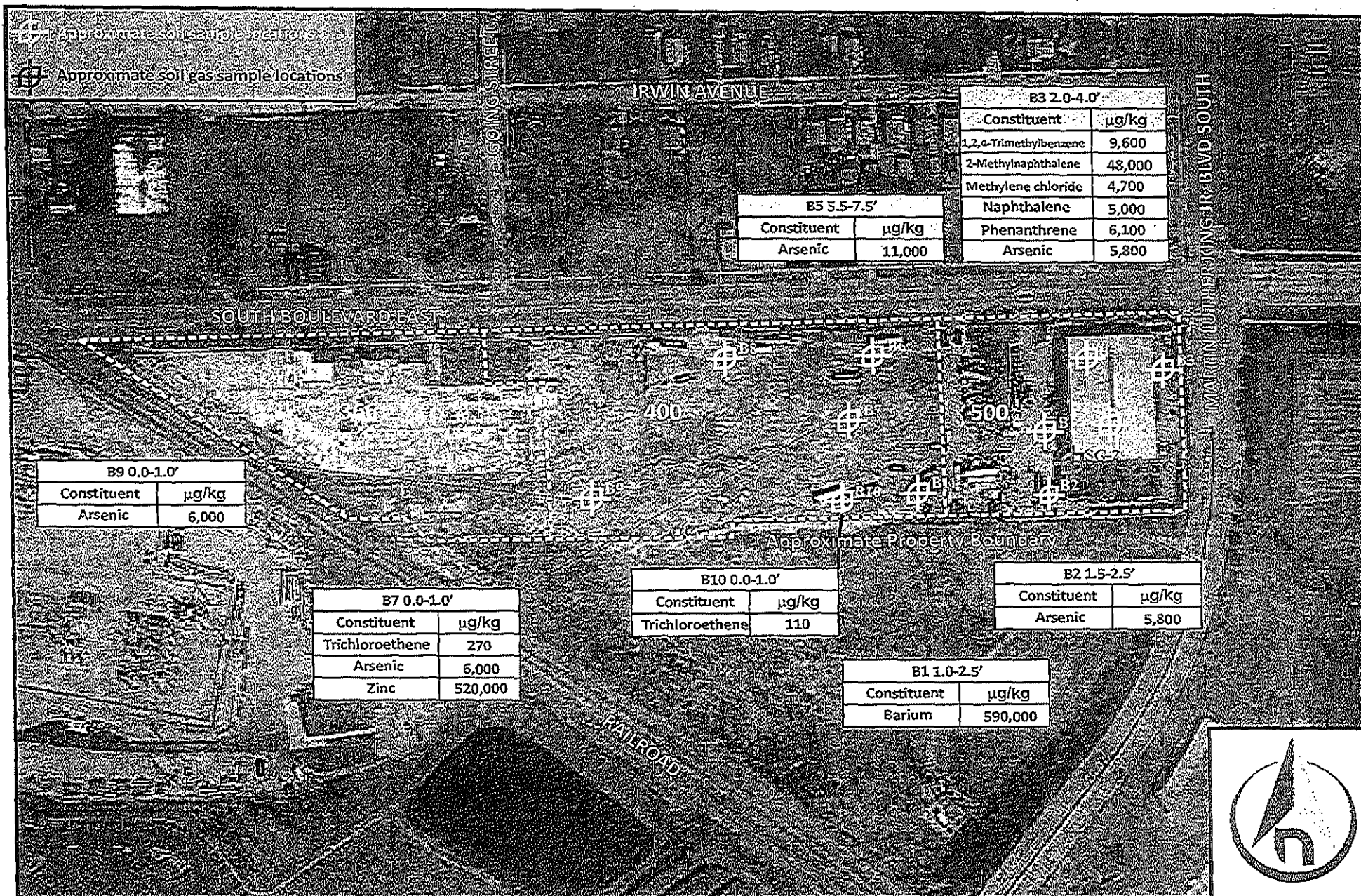


FIGURE 3

SAMPLE LOCATIONS & ANALYTICAL
IN EXCEEDANCE OF MDEQ PART 201 GRCC

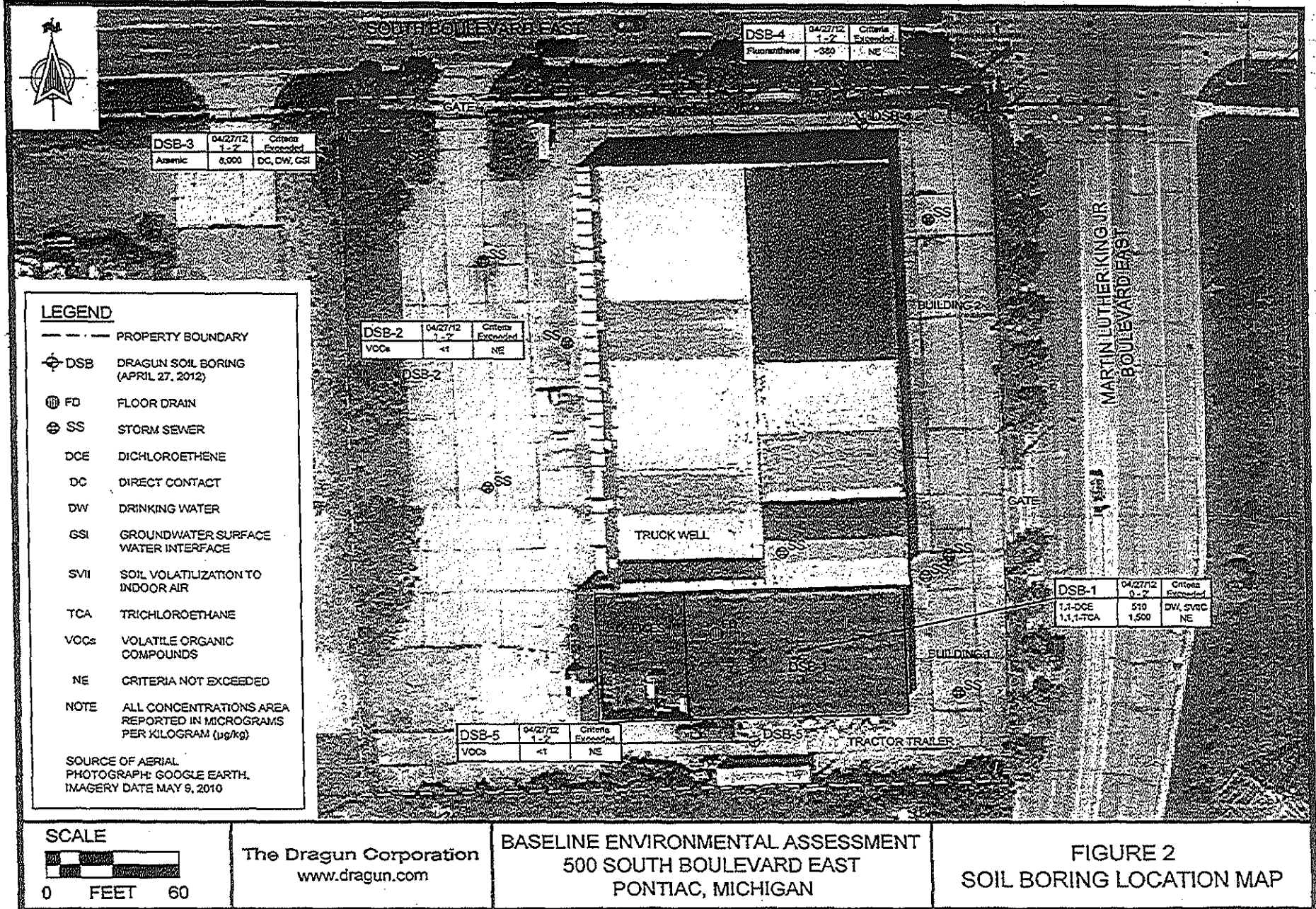
PROJECT NUMBER: 16-1584

366, 400 & 500 SOUTH BOULEVARD EAST
PONTIAC, MICHIGAN 48341

DIAGRAM CREATED BY: MFC

DATE: 5/23/2016

TRIOTERRA



Baseline Environmental Assessment
500 South Boulevard East
Pontiac, Michigan
August 2012

A summary of the hazardous substances exceeding Part 201 Residential Generic Cleanup Criteria and Screening Levels is provided as follows:

Summary of Hazardous Substances Exceeding Criteria						
Hazardous Substance	Analysis Type	CAS ^a Number	Sample ID and Depth (ft)	Detected Concentration (µg/kg)	Media Affected	Part 201 Residential Criteria Exceeded
Arsenic	Metal	7440382	DSB-3 (1' - 2') ^d	8,000	Soil	DW ^e , GSI ^f , DC ^g
1,1-Dichloroethene	VOC ^h	75354	DSB-1 (0' - 2')	510	Soil	DW, SVIIC ⁱ
^a CAS: Chemical Abstract Service Number ^b ft: feet ^c µg/kg: micrograms per kilogram ^d DSB: Dragun Soil Boring ^e DW: Drinking Water				^f GSI: Groundwater Surface Water Interface ^g DC: Direct Contact ^h VOC: Volatile Organic Compound ⁱ SVIIC: Soil Volatilization to Indoor Air Inhalation Criteria		

Table 2 provides the calculations used to determine the Groundwater Surface Water Interface criteria for the following metals: barium, cadmium, copper, lead, and zinc.

Other hazardous substances were detected, but at concentrations that did not exceed the Part 201 Residential Generic Cleanup Criteria and Screening Levels. These other hazardous substances included: (1) 1,1,1-Trichloroethane and (2) Fluoranthene. Concentrations may be greater at other locations of the Property.

The Property meets the Part 201 definition of a "facility" due to the detection of hazardous substances in soil at concentrations exceeding the Part 201 Residential Generic Cleanup Criteria and Screening Levels.

CONCLUSIONS

Dragun conducted a BEA for the Property located at 500 South Boulevard East in Pontiac, Oakland County, Michigan 48341. The basis for concluding that the Property is a facility is the detection of hazardous substances in soil at concentrations exceeding the MDEQ Part 201 Residential Generic Cleanup Criteria and Screening Levels protective of the drinking water, groundwater surface water interface, direct contact, and soil volatilization to indoor air inhalation pathways.

TABLE 1
SOIL ANALYTICAL RESULTS
400 and 500 SOUTH BOULEVARD EAST
PONTIAC, MICHIGAN 48341
Triterra Project No. 16-1583

Analyzed Constituent		MDEQ Part 201 Generic Residential Criteria and Screening Levels			Sample Identification, Sample Interval, and Date Collected											
Constituent	CAS Number	Drinking Water Protection	GSI Protection	Direct Contact	B1 1.0-2.5' 5/10/2016	B2 1.5-2.5' 5/10/2016	B3 2.0-4.0' 5/10/2016	B4 0.5-1.5' 5/10/2016	B5 5.5-7.5' 5/10/2016	B6 0.0-1.0' 5/10/2016	B7 0.0-1.0' 5/10/2016	B8 0.0-1.0' 5/10/2016	B9 0.0-1.0' 5/10/2016	B10 0.0-1.0' 5/10/2016	Trip Blank Soil 5/10/2016	
VOCs																
1,1,1-Trichloroethane	71556	4,000	1,800	500,000,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	44	<RL	
1,2,4-Trimethylbenzene	95636	2,100	570	32,000,000	ND	ND	9,600	ND	ND	ND	ND	ND	ND	46	<RL	
1,3,5-Trimethylbenzene	108678	1,800	1,100	32,000,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
2-Methylnaphthalene	91576	57,000	4,200	8,100,000	ND	ND	48,000	ND	ND	ND	ND	ND	ND	ND	<RL	
Ethylbenzene	100414	1,500	360	22,000,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
Methylene chloride	75092	100	30,000	1,300,000	ND	ND	4,700	ND	ND	ND	ND	ND	ND	ND	<RL	
Naphthalene	91203	35,000	730	16,000,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
n-Propylbenzene	103651	1,600	ID	2,500,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
Tetrachloroethene	127184	100	2,000	200,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
Toluene	108883	16,000	5,400	50,000,000	ND	ND	ND	ND	ND	ND	ND	ND	130	ND	<RL	
Trichloroethene (TCE)	79016	100	4,000	110,000	ND	ND	ND	ND	ND	ND	270	ND	ND	110	<RL	
Trichlorofluoromethane	75694	52,000	NA	79,000,000	ND	ND	ND	ND	ND	48	ND	ND	ND	ND	<RL	
Xylenes, Total	1330207	5,600	820	410,000,000	ND	ND	ND	ND	ND	ND	ND	ND	200	170	<RL	
Other Various VOCs	NA	V/wC	V/wC	V/wC	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	<RL	
PAHs																
Acenaphthene	83329	300,000	8,700	41,000,000	ND	ND	1,200	ND	ND	ND	16	ND	ND	ND	NR	
Acenaphthylene	208968	5,900	ID	1,600,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NR	
Anthracene	120127	41,000	ID	280,000,000	23	ND	760	ND	ND	ND	44	ND	ND	ND	NR	
Benzo(a)anthracene	56553	NLL	NLL	20,000	45	ND	43	ND	ND	ND	100	ND	340	850	NR	
Benzo(a)pyrene	50328	NLL	NLL	2,000	26	ND	ND	ND	ND	ND	180	ND	330	690	NR	
Benzo(b)fluoranthene	205992	NLL	NLL	20,000	50	ND	ND	ND	ND	ND	260	ND	330	1,100	NR	
Benzo(g,h,i)perylene	191242	NLL	NLL	2,500,000	43	ND	ND	ND	ND	ND	320	ND	340	750	NR	
Benzo(k)fluoranthene	207089	NLL	NLL	200,000	ND	ND	ND	ND	ND	ND	84	ND	ND	430	NR	
Chrysene	218019	NLL	NLL	2,000,000	71	ND	45	ND	ND	ND	140	ND	450	750	NR	
Dibenzo(a,h)anthracene	53703	NLL	NLL	2,000	ND	ND	ND	ND	ND	ND	58	ND	ND	ND	NR	
Fluoranthene	206440	730,000	5,500	46,000,000	66	21	190	ND	ND	ND	160	ND	430	1,200	NR	
Fluorene	86737	390,000	5,300	27,000,000	ND	ND	1,400	ND	ND	ND	16	ND	ND	ND	NR	
Indeno(1,2,3-cd)pyrene	193395	NLL	NLL	20,000	18	ND	ND	ND	ND	ND	250	ND	ND	740	NR	
2-Methylnaphthalene	91576	57,000	4,200	8,100,000	180	ND	21,000	31	ND	ND	130	ND	ND	ND	NR	
Naphthalene	91203	35,000	730	1,600,000	110	ND	5,000	ND	ND	ND	100	ND	ND	ND	NR	
Phenanthrene	85018	56,000	2,100	12,000,000	250	ND	6,100	21	ND	ND	170	ND	ND	380	NR	
Pyrene	129000	480,000	ID	29,000,000	66	ND	810	ND	ND	ND	150	ND	460	1,000	NR	
Other various PAHs	NA	V/wC	V/wC	V/wC	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NR	
Inorganics																
Arsenic (B)	7440382	5,800	5,800	7,600	2,400	5,800	5,800	5,300	11,000	4,700	6,000	5,200	6,000	5,400	NR	
Barium (B)	7440393	1,300,000	440,000	37,000,000	590,000	140,000	36,000	31,000	93,000	48,000	320,000	25,000	65,000	110,000	NR	
Cadmium (B)	7440439	1,200	1,600	550,000	ND	ND	ND	ND	ND	ND	ND	ND	ND	640	NR	
Chromium, Total*	16065831	1,000,000,000	3,000,000,000	790,000,000	3,300	25,000	12,000	10,000	22,000	47,000	21,000	18,000	14,000	30,000	NR	
Copper (B)	7440508	5,800,000	73,000	20,000,000	23,000	26,000	15,000	11,000	25,000	23,000	19,000	9,600	15,000	13,000	NR	
Lead, Total *	7439921	700,000	2,500,000	400,000	5,800	17,000	6,900	7,300	11,900	23,000	90,000	14,000	52,000	51,000	NR	
Zinc (B)	7440666	2,400,000	170,000	170,000,000	26,000	68,000	38,000	62,000	49,000	83,000	520,000	36,000	120,000	86,000	NR	
Mercury, Total (B)	Varies	1,700	130	160,000	ND	31	ND	ND	33	51	ND	67	45	48	NR	
Other various Inorganics	NA	V/wC	V/wC	V/wC	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NR	

NOTES:

- Analytical results compared to MDEQ criteria presented in Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, et seq.
- Concentrations reported in ppb (parts per billion or ug/kg).
- Detected results shown in BOLD.
- * - GSI Protection was calculated for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO₃ was used to calculate GSI. Results are presented for surface water receiving bodies that are protected as a drinking water source.
- <RL - Result was less than the laboratory reporting limits, NR - Analysis not requested, NLL - not likely to leach under most soil conditions, ID - Insufficient data to develop criterion.
- V/wC - Varies with constituent.
- (B) Background, as defined in R 299.1(b), may be substituted if higher than the calculated cleanup criterion. Background levels may be less than criteria for some inorganic compounds.

Triterra Project No. 16-1583

Analyzed Constituent		ASGSCs	Sample Identification, Sample Interval, and Date Collected	
Constituent	Cas Number	Residential Vapor Intrusion Shallow Soil Gas (sub-slab) Screening Levels	SG1	SG2
			5/10/2016	5/10/2016
VOCs				
Dichlorodifluoromethane	75718	330,000	ND	0.54
Acetone	67641	82,000	65	160
Trichlorofluoromethane	75694	330,000	ND	0.58
1,1-Dichloroethene	75354	1,700	9.6	ND
2-Butanone (MEK)	78933	56,000	ND	6.4
Ethyl Acetate	141786	29,000	ND	26
n-Hexane	110543	6,600	73	1.9
Chloroform	67663	73	ND	0.48
1,1,1-Trichloroethane	71556	36,000	200	0.53
Benzene	71432	32	21	1.00
Cyclohexane	110827	58,000	22	1.2
n-Heptane	142825	28,000	44	0.9
4-Methyl-2-pentanone	108101	24,000	ND	0.84
Toluene	108883	44,000	43	4.8
2-Hexanone	591786	250	ND	0.72
Tetrachloroethene	127184	170	ND	47
Ethylbenzene	100414	640	18	1.1
1,3,5-Trimethylbenzene	108678	1,500	1.2	0.36
1,2,4-Trimethylbenzene	95636	1,500	2.6	1.1
Xylenes, Total	1330207	760	80	4.2
Other various VOCs	V/wC	V/xC	ND	ND

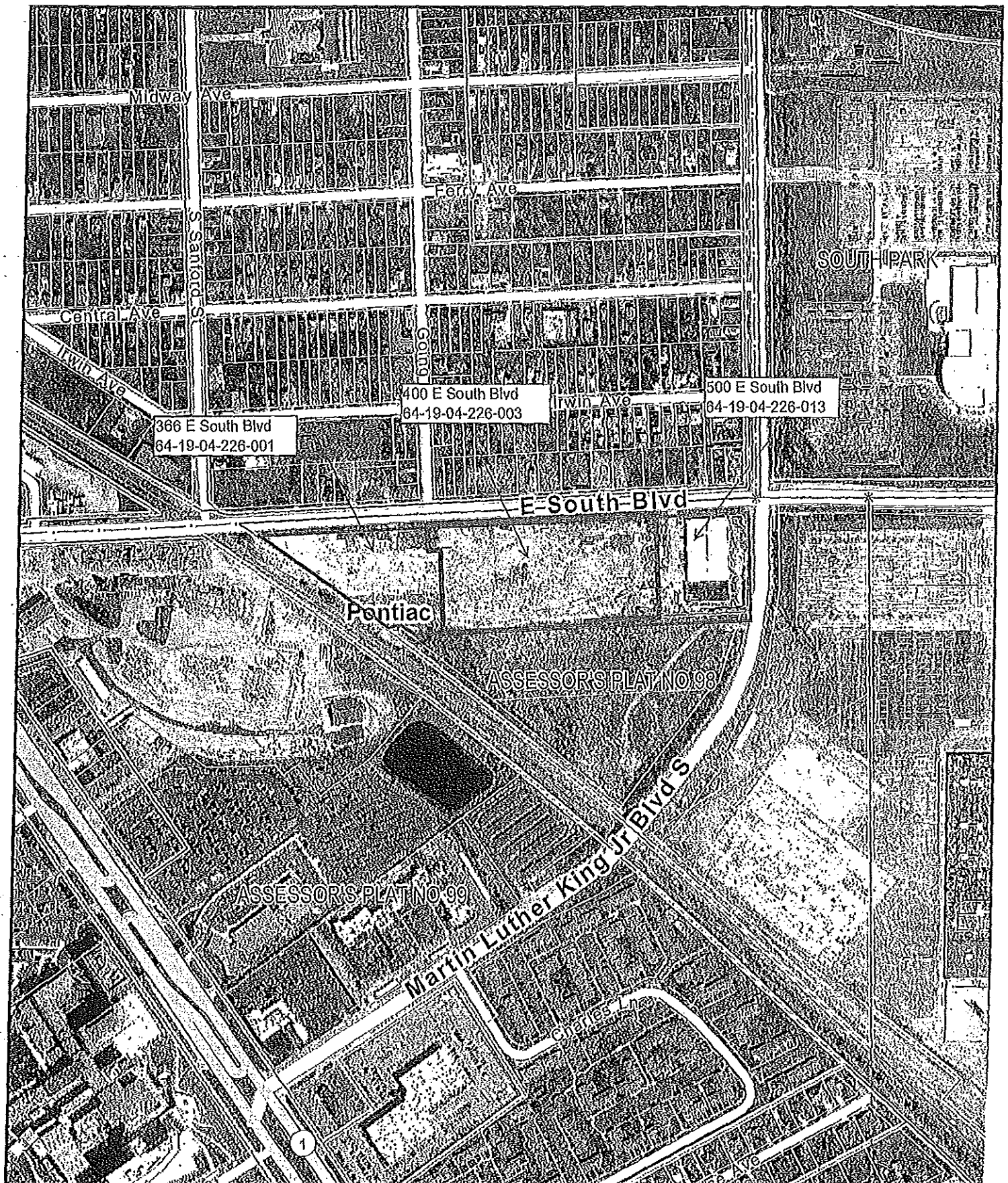
NOTES:

1. Analytical results compared to MDEQ criteria presented in Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451.
2. Concentrations reported in ppb (parts per billion or ug/kg).
3. Detected results shown in **BOLD**.
4. * = GSI Protection was calculated for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO3 was used to calculate GSI.

Appendix B



S Blvd E



- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevation
- FEMA Cross Section
- 100 yr - FEMA Floodplain
- 100 yr (Excluded) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



L. Brooks Patterson
Oakland County Executive

Date Created: 9/28/2016



LANDSCAPE GENERAL NOTES[illegible]

- [illegible]

1. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."
2. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."
3. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."
4. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."
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9. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."
10. "The following information is being furnished to you for your information only. It is not intended to constitute an offer of insurance or any other financial product. Please consult your broker or agent for more information."

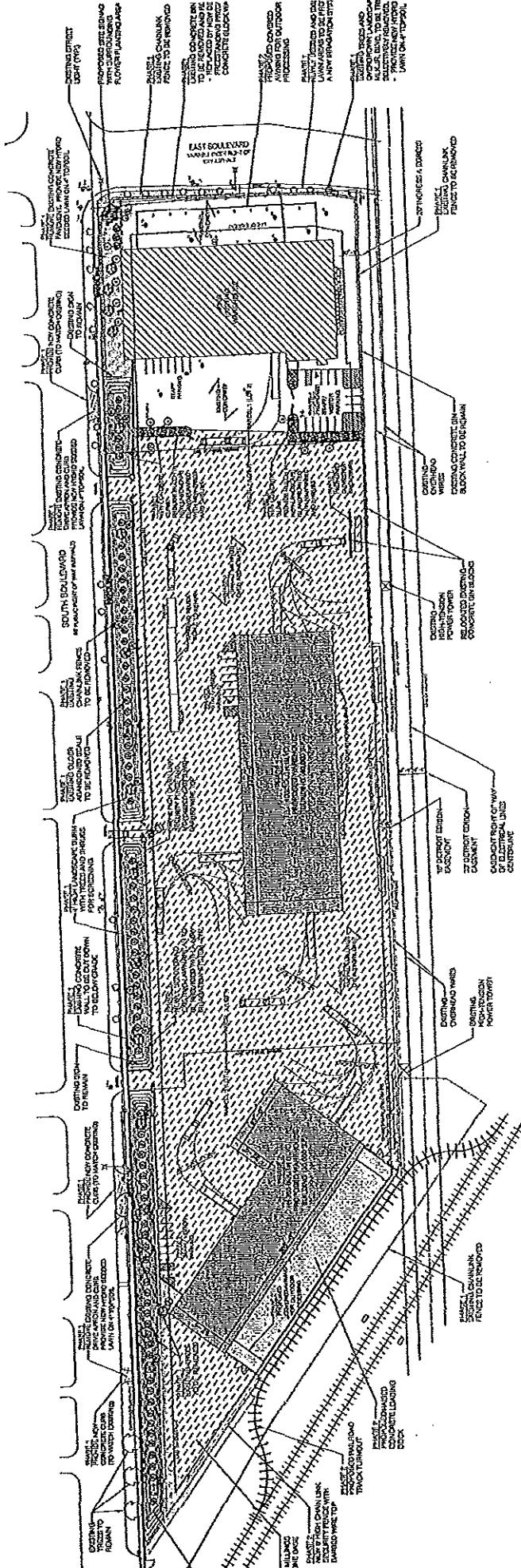
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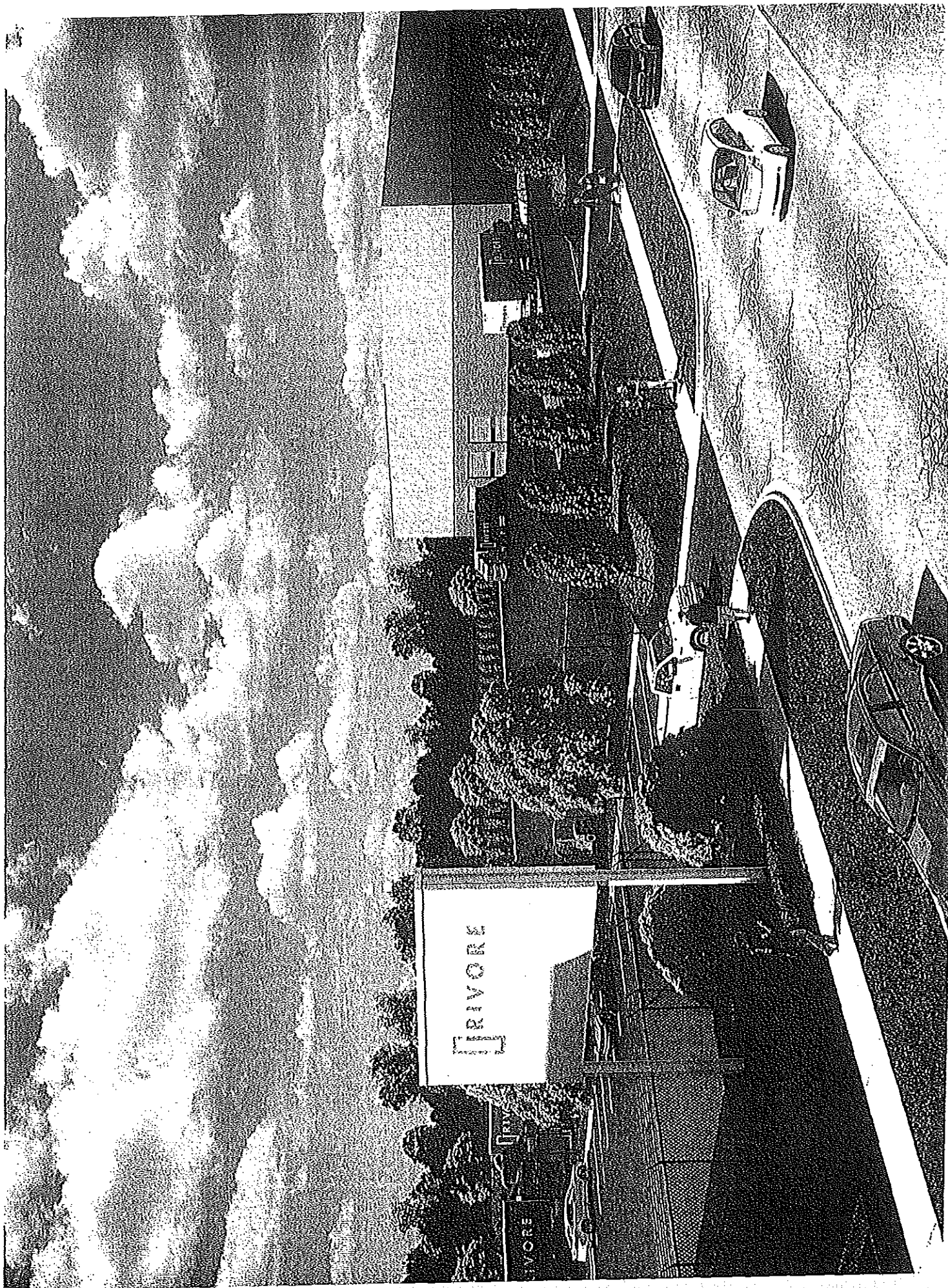




PHOTO: 1 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View of the building located at 500 South Boulevard East facing southeast
 from the northern portion of the Property.



PHOTO: 2 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View facing south from the northeastern portion of the property.



PHOTO: 3 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: Sheen from suspected petroleum release located near the southwest portion of the building.

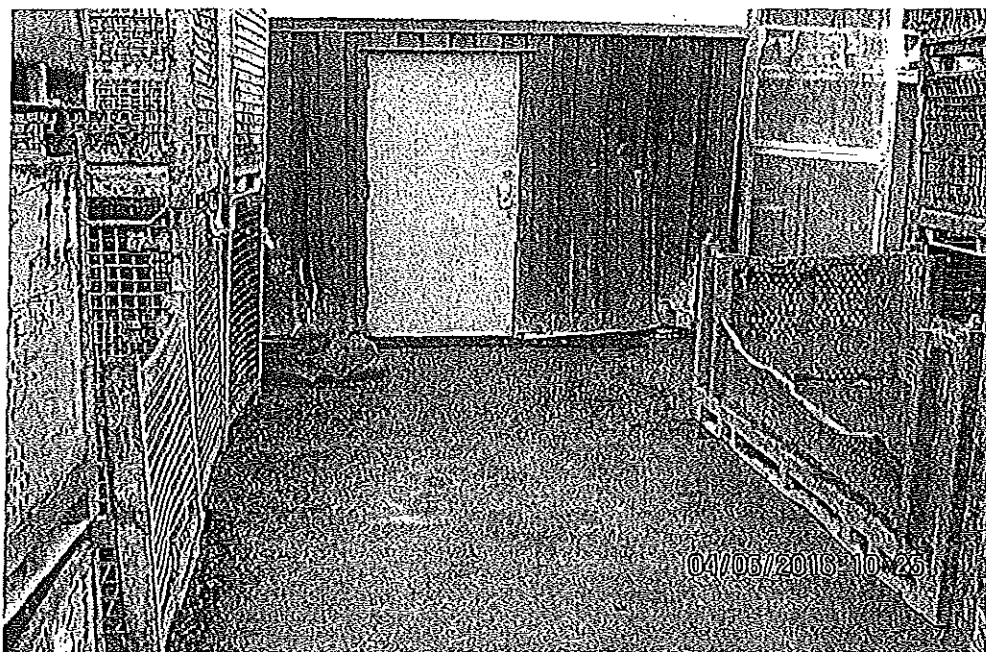


PHOTO: 4 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: Staining and sheen from suspected petroleum release near the southwestern portion of the building.



PHOTO: 15 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View of the south adjoining site from the southern portion of the Property,
 facing south.

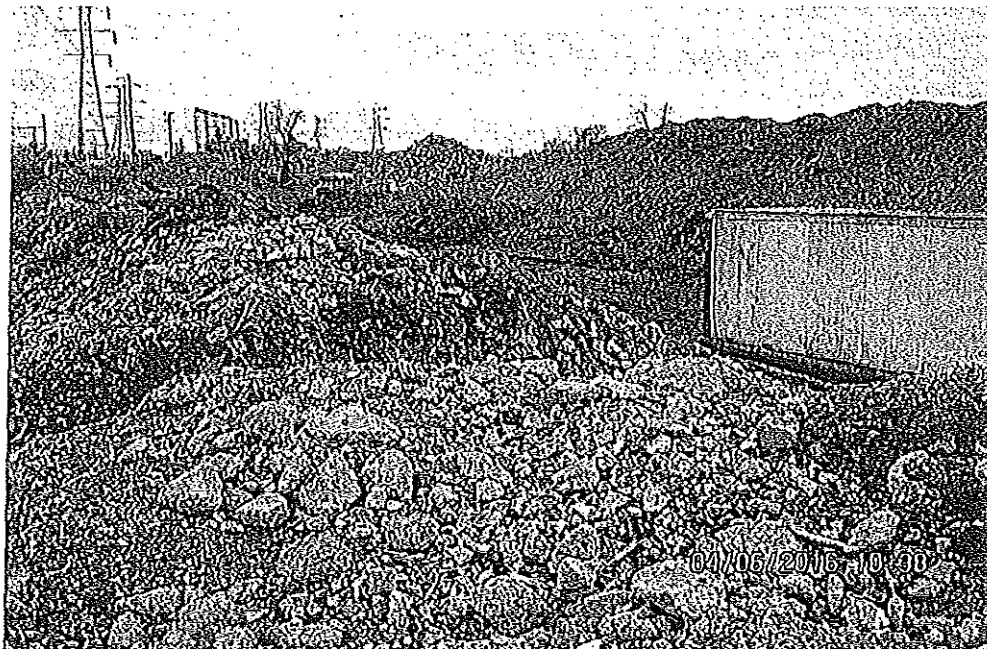


PHOTO: 16 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View facing west from the southern portion of the Property.

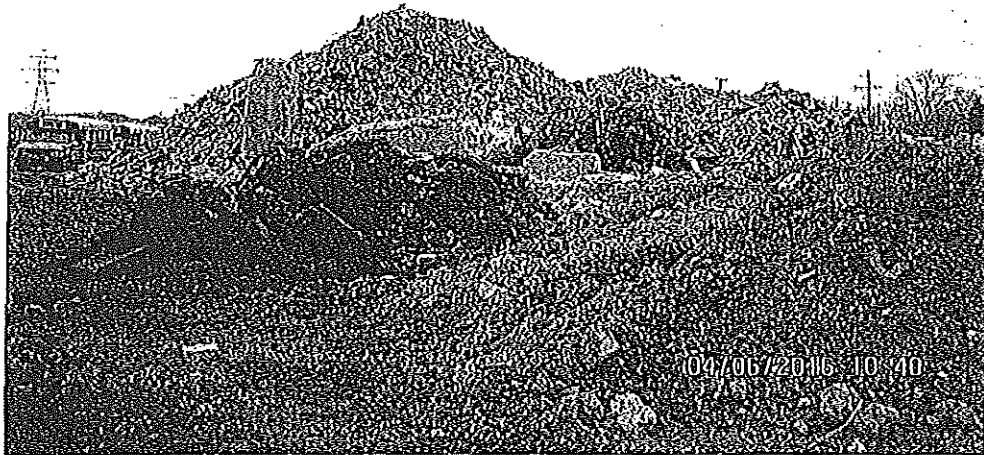


PHOTO: 17 DATE: 4/6/2016 BY: Meredith Crane
SUBJECT: View facing west from the southern portion of the Property.

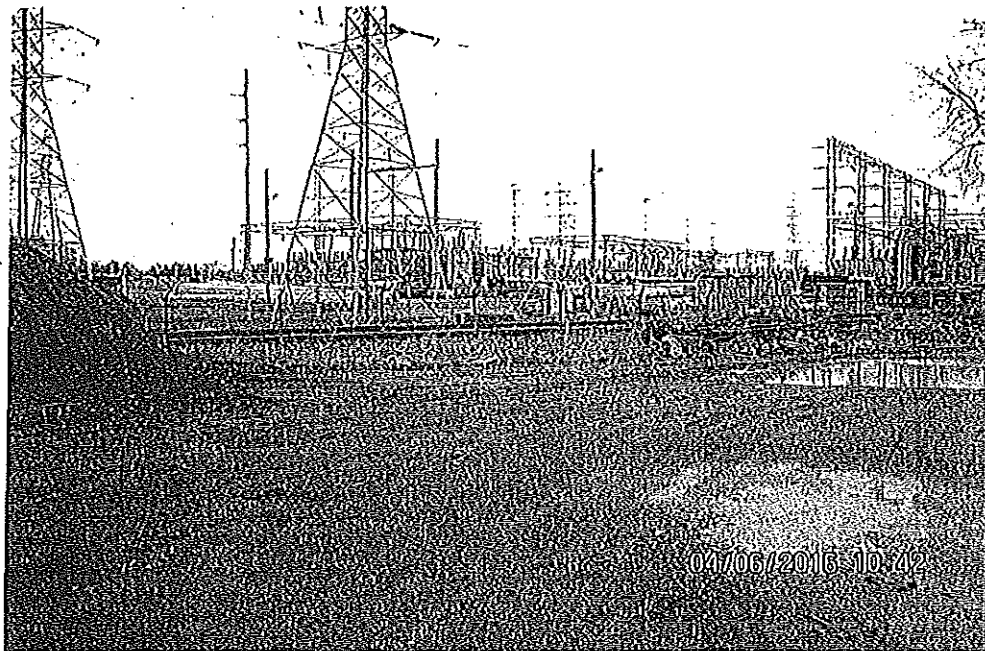


PHOTO: 18 DATE: 4/6/2016 BY: Meredith Crane
SUBJECT: View facing west from the western portion of the Property.



PHOTO: 19 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View facing west from the southern portion of the Property.



PHOTO: 20 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View of the north adjoining site from the northwest corner of the Property,
 facing north.



PHOTO: 21 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View facing southwest from the north portion of the Property.

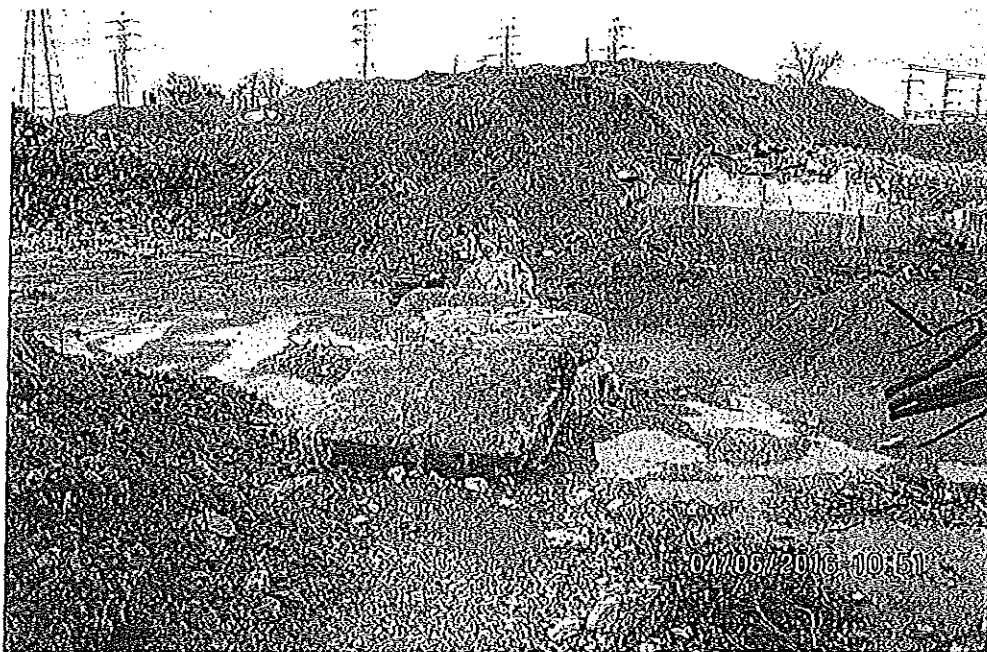


PHOTO: 22 DATE: 4/6/2016 BY: Meredith Crane
 SUBJECT: View facing south from the north portion of the Property.

Appendix C



366-500 E South Blvd, Pontiac - Eligible Activities Cost Estimates

Item/Activity	Total Estimated Cost	MDEQ Act 381 Eligible Activities	MSF Act 381 Eligible Activities
Baseline Environmental Assessments			
Phase I ESA, Phase II ESA, BEA	\$ 12,150	\$ 12,150	
Due Care Assessment and Report	\$ 9,950	\$ 9,950	
Baseline Environmental Assessments Sub-Total	\$ 22,100	\$ 22,100	
Due Care Activities			
Soil and/or Groundwater Evaluation for Onsite Management	\$ 20,000	\$ 20,000	
Vapor Intrusion Assessment for Development Phases Two and Three	\$ 15,000	\$ 15,000	
Vapor Intrusion Mitigation System Design and Installation Development Phase Two	\$ 160,000	\$ 160,000	
Vapor Intrusion Mitigation System Design and Installation Development Phase Three	\$ 120,000	\$ 120,000	
Due Care Activities Sub-Total	\$ 315,000	\$ 315,000	
Demolition			
Disposal of Non-Reusable/Non-Recyclable Building Elements	\$ 100,000		\$ 100,000
Foundation Removal and Disposal	\$ 500,000		\$ 500,000
Fill/Compaction/Rough Grading to Balance Site where Improvements were Located	\$ 100,000		\$ 100,000
Professional Fees Related to Engineering & Design Work Directly Related to Building and/or Site Demolition Activities	\$ 35,000		\$ 35,000
Demolition Sub-Total	\$ 735,000		\$ 735,000
Site Preparation			
Geotechnical Engineering Including Investigating Existing Subsurface Conditions, Assessing Risks Posed by Site Conditions, Designing Earthworks and Structure Foundations	\$ 15,000		\$ 15,000
Relocation of Active Utilities	\$ 60,000		\$ 60,000
Temporary Traffic Control	\$ 15,000		\$ 15,000
Temporary Erosion Control	\$ 15,000		\$ 15,000
Grading (Including reasonable mass grading of entire project site)	\$ 250,000		\$ 250,000
Site Preparation Sub-Total	\$ 355,000		\$ 355,000
Infrastructure Improvements			
Sidewalk Improvements	\$ 35,000		\$ 35,000
Curbs and Gutters	\$ 60,000		\$ 60,000
Professional Fees Related to Engineering & Design Work Directly Related to Infrastructure Improvements	\$ 50,000		\$ 50,000
Infrastructure Improvements Sub-Total	\$ 145,000		\$ 145,000
Preparation of Brownfield Plan			
Brownfield Plan	\$ 20,000		\$ 20,000
Brownfield Sub-Total	\$ 20,000		\$ 20,000
Project Sub-Total	\$ 1,592,100	\$ 337,100	\$ 1,255,000
15% Contingency*	\$ 232,500	\$ 47,250	\$ 185,250
Total Cost of Developer Eligible Activities to be Funded Through TIF	\$ 1,824,600	\$ 384,350	\$ 1,440,250
Capture for the LSRRF	\$ 100,000		
Total Cost of Eligible Activities to be Funded Through TIF	\$ 1,924,600	\$ 384,350	\$ 1,440,250

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Baseline Environmental Assessments

Appendix D



	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630
	\$ 360,000	\$ 1,100,000	\$ 1,111,000	\$ 1,900,000	\$ 1,919,000	\$ 1,938,190	\$ 1,957,572	\$ 1,977,148	\$ 1,996,919	\$ 2,016,888	\$ 2,037,057	\$ 2,057,4
	\$ 125,370	\$ 865,370	\$ 876,370	\$ 1,665,370	\$ 1,684,370	\$ 1,703,560	\$ 1,722,942	\$ 1,742,518	\$ 1,762,289	\$ 1,782,258	\$ 1,802,427	\$ 1,822,7
4.0400	\$ 506	\$ 3,496	\$ 3,541	\$ 6,728	\$ 6,805	\$ 6,882	\$ 6,961	\$ 7,040	\$ 7,120	\$ 7,200	\$ 7,282	\$ 7,3
0.1985	\$ 25	\$ 172	\$ 174	\$ 331	\$ 334	\$ 338	\$ 342	\$ 346	\$ 350	\$ 354	\$ 358	\$ 3
3.1413	\$ 394	\$ 2,718	\$ 2,753	\$ 5,231	\$ 5,291	\$ 5,351	\$ 5,412	\$ 5,474	\$ 5,536	\$ 5,599	\$ 5,662	\$ 5,7
1.5707	\$ 197	\$ 1,359	\$ 1,377	\$ 2,616	\$ 2,646	\$ 2,676	\$ 2,706	\$ 2,737	\$ 2,768	\$ 2,799	\$ 2,831	\$ 2,8
11.2737	\$ 1,413	\$ 9,756	\$ 9,880	\$ 18,775	\$ 18,989	\$ 19,205	\$ 19,424	\$ 19,645	\$ 19,868	\$ 20,093	\$ 20,320	\$ 20,5
1.4091	\$ 177	\$ 1,219	\$ 1,235	\$ 2,347	\$ 2,373	\$ 2,400	\$ 2,428	\$ 2,455	\$ 2,483	\$ 2,511	\$ 2,540	\$ 2,5
2.8183	\$ 353	\$ 2,439	\$ 2,470	\$ 4,694	\$ 4,747	\$ 4,801	\$ 4,856	\$ 4,911	\$ 4,967	\$ 5,023	\$ 5,080	\$ 5,1
1.0000	\$ 125	\$ 865	\$ 876	\$ 1,665	\$ 1,684	\$ 1,704	\$ 1,723	\$ 1,743	\$ 1,762	\$ 1,782	\$ 1,802	\$ 1,8
0.5000	\$ 63	\$ 433	\$ 438	\$ 833	\$ 842	\$ 852	\$ 861	\$ 871	\$ 881	\$ 891	\$ 901	\$ 9
2.8700	\$ 360	\$ 2,484	\$ 2,515	\$ 4,780	\$ 4,834	\$ 4,889	\$ 4,945	\$ 5,001	\$ 5,058	\$ 5,115	\$ 5,173	\$ 5,2
0.2392	\$ 30	\$ 207	\$ 210	\$ 398	\$ 403	\$ 407	\$ 412	\$ 417	\$ 422	\$ 426	\$ 431	\$ 4
0.2146	\$ 27	\$ 186	\$ 188	\$ 357	\$ 361	\$ 366	\$ 370	\$ 374	\$ 378	\$ 382	\$ 387	\$ 3
0.9941	\$ 125	\$ 860	\$ 871	\$ 1,656	\$ 1,674	\$ 1,694	\$ 1,713	\$ 1,732	\$ 1,752	\$ 1,772	\$ 1,792	\$ 1,8
30.2695	\$ 3,795	\$ 26,194	\$ 26,527	\$ 50,410	\$ 50,985	\$ 51,566	\$ 52,153	\$ 52,745	\$ 53,344	\$ 53,948	\$ 54,559	\$ 55,1
18.0000	\$ 2,257	\$ 15,577	\$ 15,775	\$ 29,977	\$ 30,319	\$ 30,664	\$ 31,013	\$ 31,365	\$ 31,721	\$ 32,081	\$ 32,444	\$ 32,8
6.0000	\$ 752	\$ 5,192	\$ 5,258	\$ 9,992	\$ 10,106	\$ 10,221	\$ 10,338	\$ 10,455	\$ 10,574	\$ 10,694	\$ 10,815	\$ 10,8
24.0000	\$ 3,009	\$ 20,769	\$ 21,033	\$ 39,969	\$ 40,425	\$ 40,885	\$ 41,351	\$ 41,820	\$ 42,295	\$ 42,774	\$ 43,258	\$ 43,7
54.2695	\$ 6,804	\$ 46,963	\$ 47,560	\$ 90,379	\$ 91,410	\$ 92,451	\$ 93,503	\$ 94,566	\$ 95,639	\$ 96,722	\$ 97,817	\$ 98,9
0.4000	\$ 50	\$ 346	\$ 351	\$ 666	\$ 674	\$ 681	\$ 689	\$ 697	\$ 705	\$ 713	\$ 721	\$ 7
0.0990	\$ 12	\$ 86	\$ 87	\$ 165	\$ 167	\$ 169	\$ 171	\$ 173	\$ 174	\$ 176	\$ 178	\$ 1
0.1981	\$ 25	\$ 171	\$ 174	\$ 330	\$ 334	\$ 337	\$ 341	\$ 345	\$ 349	\$ 353	\$ 357	\$ 3
0.6971	\$ 87	\$ 603	\$ 611	\$ 1,161	\$ 1,174	\$ 1,188	\$ 1,201	\$ 1,215	\$ 1,228	\$ 1,242	\$ 1,256	\$ 1,2
54.9666	\$ 6,891	\$ 47,566	\$ 48,171	\$ 91,540	\$ 92,584	\$ 93,639	\$ 94,704	\$ 95,780	\$ 96,867	\$ 97,965	\$ 99,073	\$ 100,1
	\$ 3,795	\$ 26,194	\$ 26,527	\$ 50,410	\$ 50,985	\$ 51,566	\$ 52,153	\$ 52,745	\$ 53,344	\$ 53,948	\$ 54,559	\$ 55,1
	\$ 3,009	\$ 20,769	\$ 21,033	\$ 39,969	\$ 40,425	\$ 40,885	\$ 41,351	\$ 41,820	\$ 42,295	\$ 42,774	\$ 43,258	\$ 43,7
	\$ 5,000	\$ 6,204.00	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,0
	\$ 376	\$ 2,596	\$ 2,629	\$ 4,996	\$ 5,053	\$ 5,111	\$ 5,168	\$ 5,228	\$ 5,287	\$ 5,347	\$ 5,407	\$ 5,4
	\$ (1,205)	\$ 19,990	\$ 21,527	\$ 45,410	\$ 45,985	\$ 46,566	\$ 47,153	\$ 47,745	\$ 48,344	\$ 48,948	\$ 49,559	\$ 50,1
	\$ 2,633	\$ 18,173	\$ 18,404	\$ 34,973	\$ 35,372	\$ 35,775	\$ 36,182	\$ 36,593	\$ 37,008	\$ 37,427	\$ 37,851	\$ 38,2
	\$ 1,804	\$ 40,759	\$ 42,560	\$ 85,379	\$ 86,410	\$ 87,451	\$ 88,503	\$ 89,566	\$ 90,639	\$ 91,722	\$ 92,817	\$ 93,9
	\$ 1,804	\$ 42,563	\$ 85,123	\$ 170,502	\$ 256,912	\$ 344,363	\$ 432,866	\$ 522,432	\$ 613,070	\$ 704,793	\$ 797,610	\$ 891,4
	\$ -	\$ 4,789	\$ 5,000	\$ 10,031	\$ 10,152	\$ 10,275	\$ 10,398	\$ 10,523	\$ 10,649	\$ 10,777	\$ 10,905	\$ 11,0
	\$ 22	\$ 3,797	\$ 3,965	\$ 7,954	\$ 8,050	\$ 8,147	\$ 8,245	\$ 8,344	\$ 8,444	\$ 8,545	\$ 8,647	\$ 8,7
	\$ 22	\$ 8,586	\$ 8,965	\$ 17,985	\$ 18,202	\$ 18,422	\$ 18,643	\$ 18,867	\$ 19,093	\$ 19,321	\$ 19,552	\$ 19,7
\$ 384,350	\$ 384,328	\$ 375,742	\$ 366,777	\$ 348,792	\$ 330,590	\$ 312,168	\$ 293,525	\$ 274,658	\$ 255,565	\$ 236,244	\$ 216,692	\$ 196,9
	\$ -	\$ 17,945	\$ 18,738	\$ 37,590	\$ 38,044	\$ 38,502	\$ 38,965	\$ 39,433	\$ 39,905	\$ 40,383	\$ 40,865	\$ 41,3
	\$ 1,423.81	\$ 14,228	\$ 14,857	\$ 29,804	\$ 30,164	\$ 30,528	\$ 30,895	\$ 31,266	\$ 31,640	\$ 32,018	\$ 32,401	\$ 32,7
	\$ 1,423.81	\$ 32,173	\$ 33,595	\$ 67,394	\$ 68,208	\$ 69,030	\$ 69,860	\$ 70,699	\$ 71,546	\$ 72,401	\$ 73,265	\$ 74,1
\$ 1,440,250	\$ 1,438,826	\$ 1,406,653	\$ 1,373,058	\$ 1,305,664	\$ 1,237,456	\$ 1,168,427	\$ 1,098,566	\$ 1,027,868	\$ 956,322	\$ 883,921	\$ 810,656	\$ 736,5

Tax Ratio	Millages	Percentage
Local Tax	30.2695	55.78%
School Tax	24.0000	44.22%
Total	54.2695	100.00%

Total eligible expense ratio		
MSF	\$ 1,440,250.00	78.94%
MDEQ	\$ 384,350	21.06%
Total	\$ 1,824,600	100.00%

Eligible activity school/local reimbursement breakdown			
	Local	School	Total
MSF	\$802,524	\$637,726	\$ 1,440,250
MDEQ	\$214,364	\$169,986	\$ 384,350

	Year 20	Year 21	Year 22	Year 23	Year 24	
630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	\$ 234,630	
841	\$ 2,227,899	\$ 2,250,178	\$ 2,272,680	\$ 2,295,407	\$ 2,318,361	
211	\$ 1,993,269	\$ 2,015,548	\$ 2,038,050	\$ 2,060,777	\$ 2,083,731	
964	\$ 8,053	\$ 8,143	\$ 8,234	\$ 8,326	\$ 8,418	\$ 166,021
391	\$ 396	\$ 400	\$ 405	\$ 409	\$ 414	\$ 8,157
192	\$ 6,261	\$ 6,231	\$ 6,402	\$ 6,474	\$ 6,546	\$ 129,090
096	\$ 3,131	\$ 3,166	\$ 3,201	\$ 3,237	\$ 3,273	\$ 64,547
223	\$ 22,472	\$ 22,723	\$ 22,976	\$ 23,233	\$ 23,491	\$ 463,285
778	\$ 2,809	\$ 2,840	\$ 2,872	\$ 2,904	\$ 2,936	\$ 57,906
555	\$ 5,618	\$ 5,680	\$ 5,744	\$ 5,808	\$ 5,873	\$ 115,816
971	\$ 1,993	\$ 2,016	\$ 2,038	\$ 2,061	\$ 2,084	\$ 41,094
986	\$ 997	\$ 1,008	\$ 1,019	\$ 1,030	\$ 1,042	\$ 20,547
657	\$ 5,721	\$ 5,785	\$ 5,849	\$ 5,914	\$ 5,980	\$ 117,941
472	\$ 477	\$ 482	\$ 488	\$ 493	\$ 498	\$ 9,830
423	\$ 428	\$ 433	\$ 437	\$ 442	\$ 447	\$ 8,819
960	\$ 1,982	\$ 2,004	\$ 2,026	\$ 2,049	\$ 2,071	\$ 40,852
668	\$ 60,335	\$ 61,010	\$ 61,691	\$ 62,379	\$ 63,073	\$ 1,243,905
482	\$ 35,879	\$ 36,280	\$ 36,685	\$ 37,094	\$ 37,507	\$ 739,698
827	\$ 11,960	\$ 12,093	\$ 12,228	\$ 12,365	\$ 12,502	\$ 246,566
309	\$ 47,838	\$ 48,373	\$ 48,913	\$ 49,459	\$ 50,010	\$ 986,264
977	\$ 108,174	\$ 109,383	\$ 110,604	\$ 111,837	\$ 113,083	\$ 2,230,170
788	\$ 797	\$ 806	\$ 815	\$ 824	\$ 833	\$ 16,438
195	\$ 197	\$ 200	\$ 202	\$ 204	\$ 206	\$ 4,068
390	\$ 395	\$ 399	\$ 404	\$ 408	\$ 413	\$ 8,141
374	\$ 1,390	\$ 1,405	\$ 1,421	\$ 1,437	\$ 1,453	\$ 28,647
351	\$ 109,563	\$ 110,788	\$ 112,025	\$ 113,274	\$ 114,536	\$ 2,259,817
668	\$ 60,335	\$ 61,010	\$ 61,691	\$ 62,379	\$ 63,073	\$ 1,243,905
309	\$ 47,838	\$ 48,373	\$ 48,913	\$ -	\$ -	\$ 886,796
000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 121,204
914	\$ 5,980	\$ 6,047	\$ 6,114	\$ -	\$ -	\$ 110,850
668	\$ 55,335	\$ 56,010	\$ 56,691	\$ 57,379	\$ 58,073	\$ 1,122,701
395	\$ 41,859	\$ 42,327	\$ 42,799	\$ -	\$ -	\$ 775,947
977	\$ 103,174	\$ 104,383	\$ 105,604	\$ 57,379	\$ 58,073	\$ 2,009,498
883	\$ 1,684,059	\$ 1,788,441	\$ 1,894,045	\$ 1,951,424	\$ 2,009,498	
981	\$ 12,122	\$ 12,264	\$ 4,448			\$ 214,364
500	\$ 9,611	\$ 9,724	\$ 3,527			\$ 169,986
481	\$ 21,733	\$ 21,988	\$ 7,975			\$ 384,350
696	\$ 29,963	\$ 7,975				
897	\$ 45,424	\$ 45,956.68	\$ 15,919.56			\$ 802,524
598	\$ 36,016	\$ 36,439.01	\$ 12,622.26			\$ 637,726
495	\$ 81,440	\$ 82,394.68	\$ 28,541.82			\$ 1,440,250
377	\$ 110,937	\$ 28,541.82				
			\$ 50,000	\$ 50,000	\$ 100,000	

Appendix E



Legal Description: 366 SOUTH BLVD E PONTIAC, MI Parcel Number: 64-19-04-226-001

T2N, R10E, SEC 04 ASSESSOR'S PLAT NO. 98 ALL THAT PT OF LOTS 1 & 2 DESC AS BEG AT THE NW COR OF LOT 1 TH ELY ALG NLY LOT LINES 580.1 FT TH S 02-09-01 E 85.6 FT TO NLY WALL OF BLDG TH N 87-50-59 E ALG SD NLY WALL 40.75 FT TO ELY LI OF BRICK WALL TH S 02-09-01 E ALG SD ELY LI OF WALL 267 FT M OR 1 TO SLY LI OF FORMER BALDWIN RUBBER PROP TH S 87-51-14 W 160 FT M OR L TO WLY LI OF SD LOT 2 TH NLY ALG WLY LI OF SD LOTS 1 & 2 TO PT OF BEG, EXC THE N 17 FT FOR ST WIDENING, ALSO EXC A PAR IN SW COR OF ABOVE DESC BEING 48.50 FT ON N & S LINES. & 42 FT ON E & W LINES

Legal Description: 400 SOUTH BLVD E PONTIAC, MI Parcel Number: 64-19-04-226-003

T2N, R10E, SEC 4 ASSESSOR'S PLAT NO 98 PART OF LOTS 1 & 2 BEG ON N LINE OF LOT 2 DIST N 87-50-59 E 180.10 FT FROM NW COR OF LOT 2, TH S 02-09-01 E 85.60 FT TO N WALL OF BLDG, TH N 87-50-59 E 40.75 FT TO BRICK WALL DIVIDING BLDG, TH S 02-09-01 E 267 FT, TH N 87-51-14 E 478.07 FT, TH N 02-08-46 W 15 FT, TH N 87-51-14 E 244 FT, TH N 02-09-01 W 337.16 FT, TH S 87-50-59 W 762.82 FT TO BEG EXC NLY 17 FT IN ST WIDENING

Legal Description: 500 SOUTH BLVD E PONTIAC, MI Parcel Number: 64-19-04-226-013

T2N, R10E, SEC 4 ASSESSOR'S PLAT NO 98 PART OF LOT 2 BEG AT PT DIST S 87-50-59 E 942.92 FT FROM NW LOT COR, TH S 87-50-59 E 300 FT, TH S 02-09-01 W 290.18 FT, TH S 16-11-11 W 41.23 FT, TH N 87-51-14 W 290 FT, TH N 02-09-01 E 337.16 FT TO BEG EXC NLY 17 FT TAKEN FOR RD