



**PONTIAC CITY COUNCIL  
FORMAL MEETING**

**February 6, 2018**

**6:00 p.m.**

**6<sup>th</sup> Session of the 10<sup>th</sup> Council**

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

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to excuse councilmembers

Amendments to and approve the agenda

Approval of Minutes

1. Minutes of January 30, 2018.

Deputy Mayor Report or Departmental Head Report

Special Presentation – Phil Hubbard

Recognition of Elected Officials

**Agenda Items for Council Consideration**

2. Resolution for Matthew A. Fowlkes.
3. Resolution to consider Meter Gateway License Agreement between the City of Pontiac and WRC.
4. Resolution to authorize Mayor or Deputy Mayor to sign the Metro Act agreement with the Pontiac School District for placement of fiber optic utilities within and crossing the City of Pontiacs' right-of-way.
5. Resolution for Black History Month.

Public Comment

Mayor, Clerk, Attorney and Council Closing Comments

Adjournment

January 30, 2018

**Official Proceedings  
Pontiac City Council  
5<sup>th</sup> Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, January 30, 2018 at 6:08 p.m. by President Kermit Williams.

Call to Order at 6:08 p.m.

Roll Call

Members Present: Carter, Taylor-Burks, Williams and Woodward.

Members Absent: Miller, Pietila and Waterman.

Mayor Waterman was present.

Clerk announced a quorum.

18-34            **Excuse Councilperson Miller, Pietila and Waterman for personal reasons.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Woodward and Carter

No: None

**Motion Carried.**

18-35            **Approval of the Agenda with changes to delete Item #3 (public hearing for Williams International) from agenda and move agenda items #2 and #4 (budget calendar and meter gateway agreement for WRC) after approval of the minutes.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Ayes: Taylor-Burks, Williams, Woodward and Carter

No: None

**Motion Carried.**

18-36            **Journal of January 25, 2018.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Woodward and Carter

No: None

**Motion Carried.**

There were 7 individuals who addressed the body during public comment.

**President Kermit Williams adjourned the meeting at 6:54p.m.**

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SHEILA GRANDISON  
ACTING CITY CLERK

**City of Pontiac Resolution for Matthew A. Fowlkes**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to uplifting and inspiring the community; and;

**WHEREAS,** it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Matthew Aaron Fowlkes, a giving and devoted member of this community; and,

**WHEREAS,** Matthew Aaron Fowlkes was born on June 3, 1965 in Pontiac, Michigan, to the union of the late Geraldine Yvonne Hill Fowlkes and James N. Fowlkes and was the eighth of nine children; and,

**WHEREAS,** Matthew Aaron Fowlkes was educated in the Pontiac Public School system and attended Franklin and Bethune Elementary, Jefferson and Washington Jr. High Schools, and Pontiac Central High School where he was actively involved in both the marching and concert bands and his gift for playing baritone was showcased; and,

**WHEREAS,** Matthew Aaron Fowlkes passion for music was the catalyst that allowed him to, encourage other young people to become involved in band, transcend to Drum Major in 1982 and to become the director's assistant at band camp every summer prior to graduating in 1983; and,

**WHEREAS,** Matthew Aaron Fowlkes was accepted at the University of Detroit Mercy and while registering for class, received an unforgettable and life altering offer of employment from the Pontiac Fire Department which without hesitation and with honor, was accepted; and,

**WHEREAS,** Matthew Aaron Fowlkes was a trailblazer who dedicated 27 years to the Pontiac Fire Department before retiring in October 2010 and is distinguished through his extraordinary service as a Firefighter, Engineer, Lieutenant and ultimately Captain; and,

**THEREFORE BE IT RESOLVED** that the members of the Pontiac City Council recognize that Matthew Aaron Fowlkes, one of its own, was truly "one of a kind," and provided exemplary contributions of leadership, selflessness and an unwavering commitment to our community.

**NOW, THEREFORE BE IT RESOLVED,** that the Members of the Pontiac City Council and members of this great community will greatly miss Matthew Aaron Fowlkes, as his life was a portrait of service, a legacy which will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family and friends of Matthew Aaron Fowlkes.

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*Patrice Waterman, Councilwoman*

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*Don Woodward, Councilman*

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*Mary Pietila, Councilwoman*

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*Randolph Carter, Pro Tem*

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*Gloria Miller, Councilwoman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, President*



# WRC

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WATER RESOURCES COMMISSIONER

*Jim Nash*

February 1, 2018

The Honorable Jane Bais-DiSessa  
Deputy Mayor  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

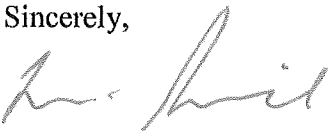
Dear Ms. Bais-DiSessa:

In accordance with the City of Pontiac's request, the Gateway Site License Agreements between the City of Pontiac and Oakland County have been modified to reflect an increase in insurance, for contractor general liability coverage, from \$1 million to \$5 million.

As further clarification of the City's other concerns, please be advised that the installation, operations and maintenance of the collectors will be done at absolutely no cost to the City. In addition, the installation will have no impact on water rates for the City of Pontiac water system customers.

If you have any further questions or need additional clarification, please let me know.

Sincerely,



Tim Prince, P.E., Chief Manager

2018 FEB -2 AM 12:38





## CITY OF PONTIAC OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor

**DATE:** January 26, 2018

**Cc:** Nevrus Nazarko, Finance Director and John Balint, Interim DPW Director

**RE:** **City Council Work Session – January 30, 2018, RE: Resolution to Consider Meter Gateway License Agreements for Water Resource Commission (WRC).**

WRC met with City Staff to request the replacement of existing water meters and reading devices in the City of Pontiac, with a new Gateway meter system. These new meters will operate within acceptable accuracy ranges, be used for accurate customer billings, leak detection and reverse flow detection. For additional information regarding this system, please read the attached memorandum dated January 5, 2018 from Amy Ploof, P.E. Although six properties are being requested as collector sites within the City of Pontiac, only five sites are City-owned properties and require approval by the City Council. These sites are as follows:

1. Beaudette Park – New Pole with Gateway equipment.
2. Cherrylawn Park – New Pole with Gateway equipment.
3. Ballboa Park – New Pole with Gateway equipment.
4. Jaycee Park – Adding Gateway equipment to an existing utility pole
5. OC Sheriff's Station – Adding Gateway equipment to existing Tower.

A Gateway Site License Agreement for each of the sites noted above are also attached for your review and consideration.

WRC Officials will be present at the City Council work session to provide a brief presentation on the Gateway System and to address any questions from the City Council.

The following resolution is recommended for your consideration:

*Whereas, the Water Resource Commission (WRC) took over the City of Pontiac's water service infrastructure in 2013; and*

*Whereas, the Water Resource Commission (WRC) has the responsibility of planning, developing and maintaining designated surface water drainage systems in Oakland County under Michigan State law, known as Drain Code, Act 40 of 1956 (and has other statutory duties as Agent for the county); and*

*Whereas, the Water Resource Commission (WRC) has approached the City to request permission to install, operate and maintain a Gateway Data Collection (GATEWAY) system and related facilities on the following City-owned sites: Beaudette Park, Cherrylawn Park, Ballboa Park, Jaycee Park and OC Sheriff's Station; and*

*Whereas, the City will not incur any costs associated with the maintenance, replacement, and/or operation of the Gateway Data Collection (GATEWAY) system.*

*Now therefore, the Mayor and/or authorized representative, is hereby authorized to enter into an individual Gateway Site License Agreement for the following City owned sites: Beaudette Park, Cherrylawn Park, Ballboa Park, Jaycee Park and OC Sheriff's Station; between the City of Pontiac and the Water Resources Commission.*

JBD

Attachments

## GATEWAY SITE LICENSE AGREEMENT

### **Balboa Place Right of Way**

THIS AGREEMENT is entered into on \_\_\_\_\_ 2017 between the CITY OF PONTIAC ("PONTIAC") a Michigan Municipal Corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342 and the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner in his capacity as the "County Agency" pursuant to Act 342 of the Public Acts of 1939, as amended ("Act 342") and Miscellaneous Resolution #93-075 whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328 (hereafter, the "COUNTY").

### **RECITATIONS:**

WHEREAS, the COUNTY has requested PONTIAC's permission to install, operate and maintain a Gateway Data Collection ("GATEWAY") system and related facilities on certain property ("SUBJECT PROPERTY") owned by PONTIAC identified on the attached **Exhibit 1**; and,

WHEREAS, the COUNTY intends and represents that it will perform an interference study and structural engineering analysis to determine the location for the GATEWAY system and related facilities to be installed.

WHEREAS, the COUNTY intends and represents that the GATEWAY system and related facilities will not cause any frequency interference to other communication facilities and will be used by the COUNTY to monitor water consumption data on behalf of the COUNTY's systems; and,

NOW, THEREFORE in consideration of mutual promises, responsibilities and obligations set forth herein, PONTIAC and the COUNTY agree:

1. Grant of License. Subject to, and conditioned upon, the COUNTY's continued conformance to and fulfillment of the terms and conditions set forth in this Agreement, the COUNTY shall be, and hereby is, granted a license allowing the GATEWAY system and related facilities to be constructed and/or installed on the SUBJECT PROPERTY, as approved by PONTIAC's Mayor, and more fully described on **Exhibit 2**. Except as specifically provided in this Agreement, nothing contained herein shall be construed to lessen or otherwise alter PONTIAC's rights or interests in the SUBJECT PROPERTY, and the license may be revoked by PONTIAC any time as provided in paragraph 9.
2. County Responsibility: Compliance with laws. During this Agreement, the COUNTY shall have full and exclusive responsibility for the design, installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities. The

COUNTY shall perform and conduct the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities in a neat and workmanlike manner consistent with good engineering practices. The COUNTY shall undertake all appropriate measures to ensure the safety of the site during and following installation. The COUNTY shall conform with and remain subject to all applicable federal, state and local laws, ordinances, regulations, rules and requirements relating to the installation, operation, and maintenance, repair and removal of the GATEWAY system and related facilities.

3. Access. The COUNTY shall have access to the SUBJECT PROPERTY throughout the duration of this Agreement. However, the COUNTY shall contact PONTIAC prior to undertaking any maintenance, repair, installation or removal of equipment or related facilities on the SUBJECT PROPERTY.
4. Indemnification. To the extent permitted by law, the COUNTY shall hold harmless, indemnify, represent and defend PONTIAC, its elected and appointed officials, employees, volunteers and agents from and against claims, demands, suits, liability or loss, including all costs and reasonable attorney fees and/or damages connected therewith, for personal injury, property damage or other claim related to or arising out of this Agreement, including but not limited to the design, installation, operation, use, maintenance, repair and removal of the GATEWAY system and related facilities. Notwithstanding the foregoing, nothing herein shall be construed to constitute a waiver of governmental immunity; all immunities provided by law are reserved to the COUNTY and PONTIAC.
5. Insurance. It is understood that the COUNTY is self-insured. In addition, in the event that the COUNTY engages contractors, the COUNTY shall require such contractors involved in the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities to obtain the following coverages:
  - (a) Workers Compensation Insurance. Worker's Compensation Insurance, including employer's liability coverage, shall be in accordance with all applicable statutes of the State of Michigan.
  - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) independent contractor's coverage, and (iv) broad form general liability endorsement or equivalents.



- (c) Motor Vehicles Liability Insurance. Motor Vehicle Liability Insurance, including Michigan's no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include all owned, not owned and hired vehicles.
  - (d) Additional Insured. Commercial General Liability coverage, as described above, shall include an endorsement stating the following shall be "additional insureds" the County of Oakland and the City of Pontiac, including their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including employees and volunteers thereof. These coverages shall be primary to the additional insureds and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance be primary, contributing or excess for claims arising out of activities of the undertaken pursuant to this contract.
  - (e) Cancellation Notice. Commercial General Liability Insurance, as described above, shall include an endorsement stating that the COUNTY and PONTIAC shall be given (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in such coverages.
- 6. Third-Party Use of GATEWAY System. The COUNTY shall not lease, or otherwise assign, delegate or convey any rights and/or obligations under this Agreement, nor shall the COUNTY allow the GATEWAY system or related facilities to be used by any third parties, without first obtaining PONTIAC's written consent, and subject to such other terms and conditions as PONTIAC may require.
  - 7. Electrical Work. The COUNTY agrees that any electrical work required for the GATEWAY system located at PONTIAC's property, will be performed by a licensed electrician and in accordance with applicable codes and standards.
  - 8. No Representatives as to Use. Except as expressly stated in this Agreement, PONTIAC makes no representations with respect to the SUBJECT PROPERTY's suitability for the COUNTY's installation and operation of the GATEWAY system and related facilities.
  - 9. Duration. This Agreement shall be revocable at PONTIAC's sole discretion. PONTIAC shall provide the COUNTY ninety (90) days' prior written notice of its intent to revoke this Agreement. Upon revocation of this Agreement, the COUNTY shall dismantle and remove the GATEWAY system and related facilities and shall restore the SUBJECT PROPERTY to its prior condition.
  - 10. General. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective successors, or grantees.

11. Notices. Any notices which either party may be required to give shall be delivered by First-Class Mail, postage prepaid and addressed to:

PONTIAC:                   **Mayor's Office**  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, Michigan, 48342

COUNTY:                   **Chief Engineer**  
Water Resources Commissioner  
One Public Works Drive  
Waterford, Michigan 48328

12. Headings. Topical headings appearing in this Agreement are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

13. Amendment. This Agreement can be modified or amended only by written agreement signed by both PONTIAC and the COUNTY.

14. Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings and agreements that may have existed between the parties. Any amendment or modification of this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers as of the day and year indicated above.

**CITY OF PONTIAC**

By: \_\_\_\_\_  
Dr. Deidre Waterman  
Its: Mayor

Date: \_\_\_\_\_

**COUNTY OF OAKLAND**

By: \_\_\_\_\_  
Jim Nash  
Its: Water Resources Commissioner

Date: \_\_\_\_\_

## EXHIBIT 1

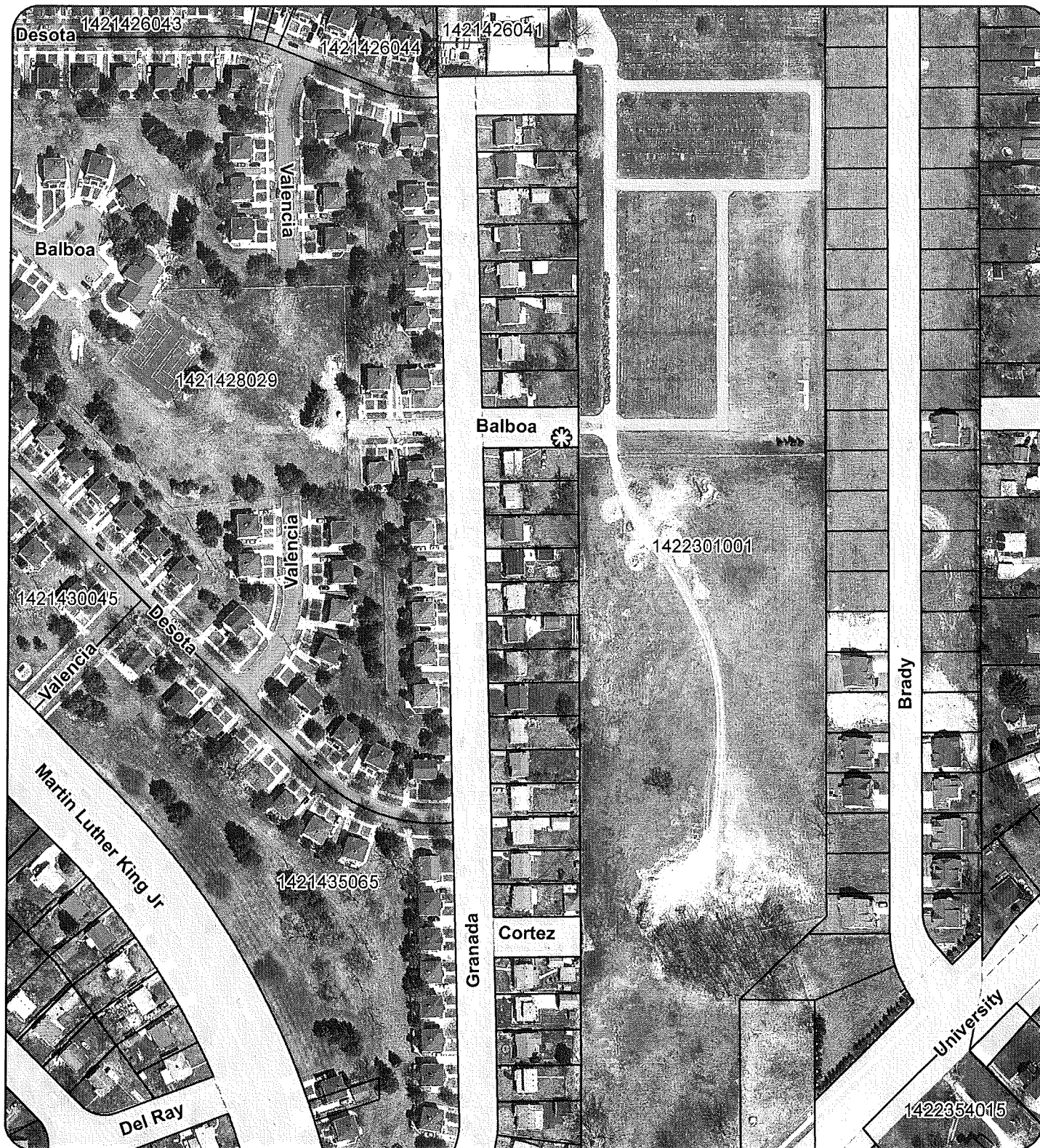
### "SUBJECT PROPERTY"

Part of the SE ¼ of Section 21, City of Pontiac, Oakland County, Michigan. Part of a roadway known as Balboa Place (60 ft. wide) located within the **Eastview** subdivision plat as recorded in Liber 78 of plats, Page 4, Oakland County Records. More particularly described as: The south ½ of the roadway lying east of Granada Drive adjacent to and north of Lot 9 of **Eastview** subdivision.

## EXHIBIT 2 – “GATEWAY” EQUIPMENT AND SITE REQUIREMENTS

1. List of Equipment
  2. Power/electrical work
  3. Antennas/radios on property
  4. Access
  5. Location of equipment
  6. General description of equipment use/need
- 
1. The list of equipment at each GATEWAY site location will consist of a Gateway Unit (approximate size is 13 inches high by 9 inches wide by 7 inches deep) which contains the following equipment:
    - a. Neptune R900 Gateway Unit
    - b. 900 MHZ Receiver
    - c. Calamp Vanguard 3000 Cell Modem
  2. The power and electrical work required at a minimum is as listed:
    - a. Lockable Power Switch – Mounted 6' from ground
    - b. Mount the new Gateway unit
    - c. Mount Outdoor DC-UPS-5009A
    - d. Install ¾ inch conduit and 120V power wire from new power switch to new UPS unit
    - e. Connect power from UPS unit to Gateway unit
    - f. At tower/pole, mount the omni directional antenna
    - g. Install new 1/2 inch LDF-4-50A heliax coaxial cable from the new gateway to the top of the tower/pole and attach to antenna
    - h. Attach #6 ground wire to 5/8 inch ground rod w/ grounding acorn to ground entire system
  3. The radios and antennas that will be installed on the property include:
    - a. 900 MHZ Gateway Receiver
    - b. 860-960 MHZ Andrew Decibel model DB589T3-Y omni directional antenna
  4. For access, WRC staff will need 24 hour access to the gateway unit and the antenna that are installed on the top of the tower/pole. Routine inspections could include checking battery status, and testing their back-up monitoring and communications as well as trouble shooting other parts of the system by connecting to the new gateway unit at each location.
  5. Regarding location of equipment, the new gateway unit will be located outdoors in its own weatherproof enclosure attached to tower/pole.
  6. The proposed equipment will function to collect data from water meters and transmit this information on to the WRC offices in Pontiac. The equipment will provide 24 hour consumption/leak information with automatic emails being sent to WRC staff for potential leaks. This tower/pole will be needed in order for various sites to be able to communicate to WRC offices. Once a gateway is configured and communicating from the tower, the information will be transmitted to WRC offices on the existing OAKNet backbone that already exists via cell modem.

# EXHIBIT 3 - LOCATION MAP



## Legend

 Proposed Pole Location

 gisvec1.OC.TaxParcel

 Road R.O.W.

**BALBOA PLACE  
ROAD RIGHT OF WAY, SE 1/4 OF SECTION 21  
CITY OF PONTIAC  
SCADA TOWER SITE LICENSE AGREEMENT**



1 inch = 200 feet

Disclaimer: The information provided in this system has been compiled from recorded deeds, plat, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used for one. Users of this data are hereby notified that the information shown on this map should be verified by the user of the information.

## GATEWAY SITE LICENSE AGREEMENT

### **Beaudette Park Property**

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**CITY OF PONTIAC**

By: \_\_\_\_\_  
Dr. Deidre Waterman  
Its: Mayor

Date: \_\_\_\_\_

**COUNTY OF OAKLAND**

By: \_\_\_\_\_  
Jim Nash  
Its: Water Resources Commissioner

Date: \_\_\_\_\_

## EXHIBIT 1

### "SUBJECT PROPERTY"

786 ORCHARD LAKE RD PONTIAC MI 48341-2041

beds / full baths / half baths / sq ft

14-31-326-004



### Residential Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### Owner Information

Owner(s) : CITY OF PONTIAC  
Postal Address : 60 E PIKE ST PONTIAC MI 48342-2225

#### Location Information

Site Address : 786 ORCHARD LAKE RD-PONTIAC MI 48341-2041  
PIN : 14-31-326-004 Neighborhood Code : CME  
Municipality : City of Pontiac  
School District : 210 PONTIAC CITY SCHOOLS  
Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

#### Property Description

T3N, R10E, SEC 31 ASSESSOR'S PLAT NO. 76 SLY PART OF LOT 1 LYING ELY OF ELY LINE OF TELEGRAPH RD AS NOW LAID OUT & EST & BETWEEN THE CEN LINE OF OLD & NEW CHANNEL OF CLINTON RIVER, ALSO ALL OF LOT 2 10-19-95 FR 001 & 002




## EXHIBIT 2 – “GATEWAY” EQUIPMENT AND SITE REQUIREMENTS

1. List of Equipment
  2. Power/electrical work
  3. Antennas/radios on property
  4. Access
  5. Location of equipment
  6. General description of equipment use/need
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1. The list of equipment at each GATEWAY site location will consist of a Gateway Unit (approximate size is 13 inches high by 9 inches wide by 7 inches deep) which contains the following equipment:
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    - b. 900 MHZ Receiver
    - c. Calamp Vanguard 3000 Cell Modem
  2. The power and electrical work required at a minimum is as listed:
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    - c. Mount Outdoor DC-UPS-5009A
    - d. Install ¾ inch conduit and 120V power wire from new power switch to new UPS unit
    - e. Connect power from UPS unit to Gateway unit
    - f. At tower/pole, mount the omni directional antenna
    - g. Install new 1/2 inch LDF-4-50A heliax coaxial cable from the new gateway to the top of the tower/pole and attach to antenna
    - h. Attach #6 ground wire to 5/8 inch ground rod w/ grounding acorn to ground entire system
  3. The radios and antennas that will be installed on the property include:
    - a. 900 MHZ Gateway Receiver
    - b. 860-960 MHZ Andrew Decibel model DB589T3-Y omni directional antenna
  4. For access, WRC staff will need 24 hour access to the gateway unit and the antenna that are installed on the top of the tower/pole. Routine inspections could include checking battery status, and testing their back-up monitoring and communications as well as trouble shooting other parts of the system by connecting to the new gateway unit at each location.
  5. Regarding location of equipment, the new gateway unit will be located outdoors in its own weatherproof enclosure attached to tower/pole.
  6. The proposed equipment will function to collect data from water meters and transmit this information on to the WRC offices in Pontiac. The equipment will provide 24 hour consumption/leak information with automatic emails being sent to WRC staff for potential leaks. This tower/pole will be needed in order for various sites to be able to communicate to WRC offices. Once a gateway is configured and communicating from the tower, the information will be transmitted to WRC offices on the existing OAKNet backbone that already exists via cell modem.

# EXHIBIT 3 - LOCATION MAP



## Legend

-  Proposed Pole Location
-  glavet, QC, Tax Parcel
-  Road R.O.W.

**BEAUDETTE PARK**  
**ORCHARD LAKE ROAD, SW 1/4 OF SECTION 31**  
**CITY OF PONTIAC**  
**SCADA TOWER SITE LICENSE AGREEMENT**



1 inch = 300 feet

Disclaimer: The information provided in this system has been compiled from various data sources, including aerial photography, maps, and other public records and data. It is not a legally binding document and is intended to be used as a reference only. Users of this data are hereby notified that the information source mentioned above should be consulted for verification of the information.

## GATEWAY SITE LICENSE AGREEMENT

### **Cherrylawn Park Property**

THIS AGREEMENT is entered into on \_\_\_\_\_ 2017 between the CITY OF PONTIAC ("PONTIAC") a Michigan Municipal Corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342 and the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner in his capacity as the "County Agency" pursuant to Act 342 of the Public Acts of 1939, as amended ("Act 342") and Miscellaneous Resolution #93-075 whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328 (hereafter, the "COUNTY").

### **RECITATIONS:**

WHEREAS, the COUNTY has requested PONTIAC's permission to install, operate and maintain a Gateway Data Collection ("GATEWAY") system and related facilities on certain property ("SUBJECT PROPERTY") owned by PONTIAC identified on the attached **Exhibit 1**; and,

WHEREAS, the COUNTY intends and represents that it will perform an interference study and structural engineering analysis to determine the location for the GATEWAY system and related facilities to be installed.

WHEREAS, the COUNTY intends and represents that the GATEWAY system and related facilities will not cause any frequency interference to other communication facilities and will be used by the COUNTY to monitor water consumption data on behalf of the COUNTY's systems; and,

NOW, THEREFORE in consideration of mutual promises, responsibilities and obligations set forth herein, PONTIAC and the COUNTY agree:

1. Grant of License. Subject to, and conditioned upon, the COUNTY's continued conformance to and fulfillment of the terms and conditions set forth in this Agreement, the COUNTY shall be, and hereby is, granted a license allowing the GATEWAY system and related facilities to be constructed and/or installed on the SUBJECT PROPERTY, as approved by PONTIAC's Mayor, and more fully described on **Exhibit 2**. Except as specifically provided in this Agreement, nothing contained herein shall be construed to lessen or otherwise alter PONTIAC's rights or interests in the SUBJECT PROPERTY, and the license may be revoked by PONTIAC any time as provided in paragraph 9.
2. County Responsibility: Compliance with laws. During this Agreement, the COUNTY shall have full and exclusive responsibility for the design, installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities. The

COUNTY shall perform and conduct the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities in a neat and workmanlike manner consistent with good engineering practices. The COUNTY shall undertake all appropriate measures to ensure the safety of the site during and following installation. The COUNTY shall conform with and remain subject to all applicable federal, state and local laws, ordinances, regulations, rules and requirements relating to the installation, operation, and maintenance, repair and removal of the GATEWAY system and related facilities.

3. Access. The COUNTY shall have access to the SUBJECT PROPERTY throughout the duration of this Agreement. However, the COUNTY shall contact PONTIAC prior to undertaking any maintenance, repair, installation or removal of equipment or related facilities on the SUBJECT PROPERTY.
4. Indemnification. To the extent permitted by law, the COUNTY shall hold harmless, indemnify, represent and defend PONTIAC, its elected and appointed officials, employees, volunteers and agents from and against claims, demands, suits, liability or loss, including all costs and reasonable attorney fees and/or damages connected therewith, for personal injury, property damage or other claim related to or arising out of this Agreement, including but not limited to the design, installation, operation, use, maintenance, repair and removal of the GATEWAY system and related facilities. Notwithstanding the foregoing, nothing herein shall be construed to constitute a waiver of governmental immunity; all immunities provided by law are reserved to the COUNTY and PONTIAC.
5. Insurance. It is understood that the COUNTY is self-insured. In addition, in the event that the COUNTY engages contractors, the COUNTY shall require such contractors involved in the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities to obtain the following coverages:
  - (a) Workers Compensation Insurance. Worker's Compensation Insurance, including employer's liability coverage, shall be in accordance with all applicable statutes of the State of Michigan.
  - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) independent contractor's coverage, and (iv) broad form general liability endorsement or equivalents.

- (c) Motor Vehicles Liability Insurance. Motor Vehicle Liability Insurance, including Michigan's no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include all owned, not owned and hired vehicles.
  - (d) Additional Insured. Commercial General Liability coverage, as described above, shall include an endorsement stating the following shall be "additional insureds" the County of Oakland and the City of Pontiac, including their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including employees and volunteers thereof. These coverages shall be primary to the additional insureds and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance be primary, contributing or excess for claims arising out of activities of the undertaken pursuant to this contract.
  - (e) Cancellation Notice. Commercial General Liability Insurance, as described above, shall include an endorsement stating that the COUNTY and PONTIAC shall be given (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in such coverages.
- 6. Third-Party Use of GATEWAY System. The COUNTY shall not lease, or otherwise assign, delegate or convey any rights and/or obligations under this Agreement, nor shall the COUNTY allow the GATEWAY system or related facilities to be used by any third parties, without first obtaining PONTIAC's written consent, and subject to such other terms and conditions as PONTIAC may require.
  - 7. Electrical Work. The COUNTY agrees that any electrical work required for the GATEWAY system located at PONTIAC's property, will be performed by a licensed electrician and in accordance with applicable codes and standards.
  - 8. No Representatives as to Use. Except as expressly stated in this Agreement, PONTIAC makes no representations with respect to the SUBJECT PROPERTY's suitability for the COUNTY's installation and operation of the GATEWAY system and related facilities.
  - 9. Duration. This Agreement shall be revocable at PONTIAC's sole discretion. PONTIAC shall provide the COUNTY ninety (90) days' prior written notice of its intent to revoke this Agreement. Upon revocation of this Agreement, the COUNTY shall dismantle and remove the GATEWAY system and related facilities and shall restore the SUBJECT PROPERTY to its prior condition.
  - 10. General. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective successors, or grantees.

11. Notices. Any notices which either party may be required to give shall be delivered by First-Class Mail, postage prepaid and addressed to:

PONTIAC:                   **Mayor's Office**  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, Michigan, 48342

COUNTY:                   **Chief Engineer**  
Water Resources Commissioner  
One Public Works Drive  
Waterford, Michigan 48328

12. Headings. Topical headings appearing in this Agreement are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.
13. Amendment. This Agreement can be modified or amended only by written agreement signed by both PONTIAC and the COUNTY.
14. Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.
15. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings and agreements that may have existed between the parties. Any amendment or modification of this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers as of the day and year indicated above.

**CITY OF PONTIAC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Deidre Waterman  
Its: Mayor

**COUNTY OF OAKLAND**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Nash  
Its: Water Resources Commissioner



## EXHIBIT 1

### "SUBJECT PROPERTY"

No property address available

beds / full baths / half baths / sq ft

14-18-276-001



### Residential Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### Owner Information

Owner(s) : CITY OF PONTIAC & CHERRYLAWN PARK

Postal Address : 60 E PIKE ST PONTIAC MI 48342-2225

#### Location Information

Site Address : No property address available

PIN : 14-18-276-001 Neighborhood Code : CME

Municipality : City of Pontiac

School District : 210 PONTIAC CITY SCHOOLS

Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

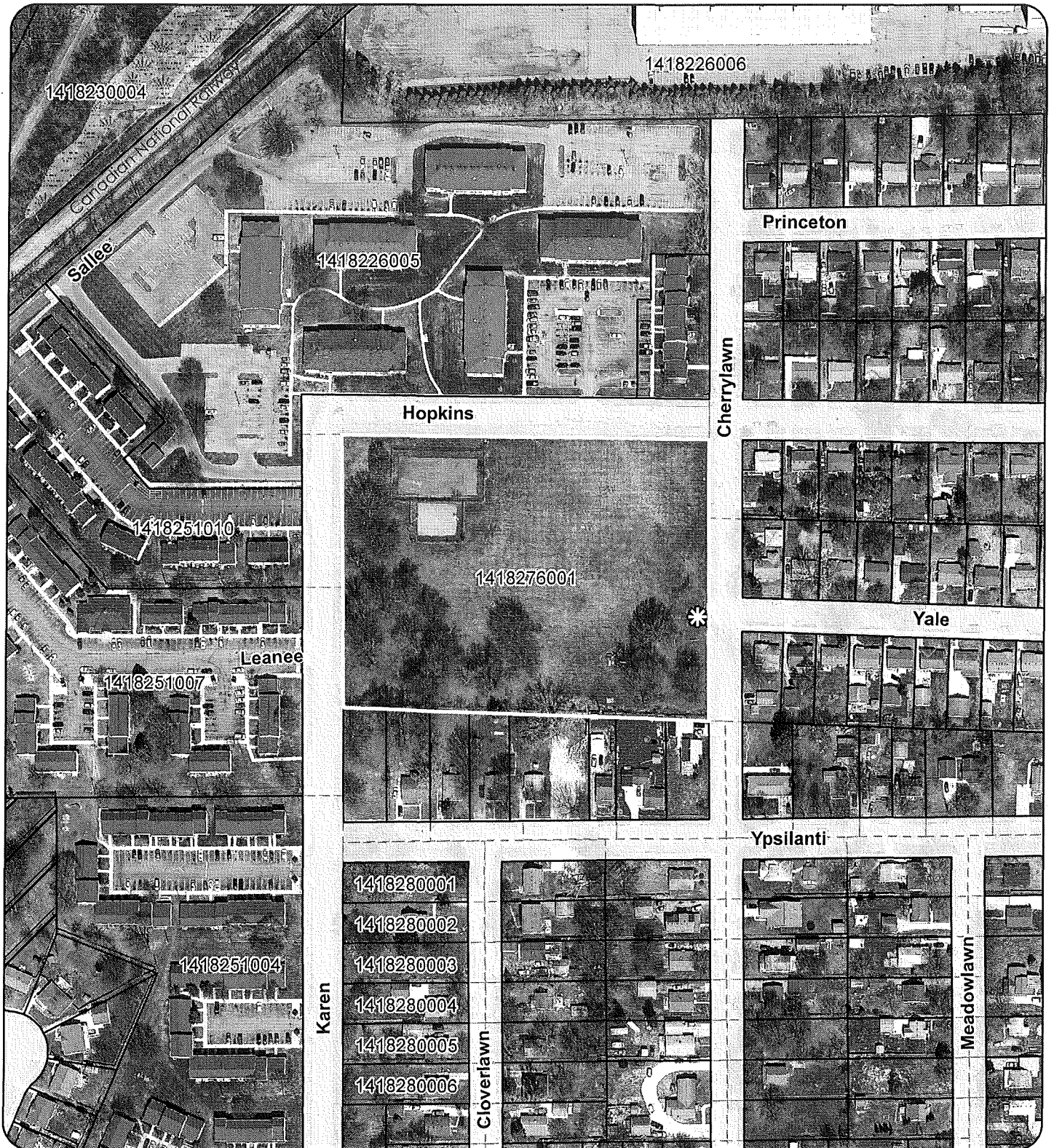
#### Property Description

T3N, R10E, SEC 18 PART OF E 1/2 OF NE 1/4 BEG AT NW COR OF 'ASSESSOR'S PLAT NO 144', TH N 02-01-31 E 405.88 FT, TH N 89-13-20 E 552.07 FT, TH S 01-38-34 E 418.46 FT, TH N 89-27-44 W 549.69 FT TO BEG 5.21 A




## EXHIBIT 2 – “GATEWAY” EQUIPMENT AND SITE REQUIREMENTS

1. List of Equipment
  2. Power/electrical work
  3. Antennas/radios on property
  4. Access
  5. Location of equipment
  6. General description of equipment use/need
- 
1. The list of equipment at each GATEWAY site location will consist of a Gateway Unit (approximate size is 13 inches high by 9 inches wide by 7 inches deep) which contains the following equipment:
    - a. Neptune R900 Gateway Unit
    - b. 900 MHZ Receiver
    - c. Calamp Vanguard 3000 Cell Modem
  2. The power and electrical work required at a minimum is as listed:
    - a. Lockable Power Switch – Mounted 6' from ground
    - b. Mount the new Gateway unit
    - c. Mount Outdoor DC-UPS-5009A
    - d. Install ¾ inch conduit and 120V power wire from new power switch to new UPS unit
    - e. Connect power from UPS unit to Gateway unit
    - f. At tower/pole, mount the omni directional antenna
    - g. Install new 1/2 inch LDF-4-50A heliax coaxial cable from the new gateway to the top of the tower/pole and attach to antenna
    - h. Attach #6 ground wire to 5/8 inch ground rod w/ grounding acorn to ground entire system
  3. The radios and antennas that will be installed on the property include:
    - a. 900 MHZ Gateway Receiver
    - b. 860-960 MHZ Andrew Decibel model DB589T3-Y omni directional antenna
  4. For access, WRC staff will need 24 hour access to the gateway unit and the antenna that are installed on the top of the tower/pole. Routine inspections could include checking battery status, and testing their back-up monitoring and communications as well as trouble shooting other parts of the system by connecting to the new gateway unit at each location.
  5. Regarding location of equipment, the new gateway unit will be located outdoors in its own weatherproof enclosure attached to tower/pole.
  6. The proposed equipment will function to collect data from water meters and transmit this information on to the WRC offices in Pontiac. The equipment will provide 24 hour consumption/leak information with automatic emails being sent to WRC staff for potential leaks. This tower/pole will be needed in order for various sites to be able to communicate to WRC offices. Once a gateway is configured and communicating from the tower, the information will be transmitted to WRC offices on the existing OAKNet backbone that already exists via cell modem.

# EXHIBIT 3 - LOCATION MAP



## Legend

-  Proposed Pole Location
-  glsve01.OC.TaxParcel
-  Road R.O.W.

**CHERRYLAWN PARK**  
**CHERRYLAWN ROAD, NW 1/4 OF SECTION 18**  
**CITY OF PONTIAC**  
**SCADA TOWER SITE LICENSE AGREEMENT**



1 inch = 200 feet

## GATEWAY SITE LICENSE AGREEMENT

### **City Hall Property**

THIS AGREEMENT is entered into on \_\_\_\_\_ 2017 between the CITY OF PONTIAC ("PONTIAC") a Michigan Municipal Corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342 and the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner in his capacity as the "County Agency" pursuant to Act 342 of the Public Acts of 1939, as amended ("Act 342") and Miscellaneous Resolution #93-075 whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328 (hereafter, the "COUNTY").

### **RECITATIONS:**

WHEREAS, the COUNTY has requested PONTIAC's permission to install, operate and maintain a Gateway Data Collection ("GATEWAY") system and related facilities on certain property ("SUBJECT PROPERTY") owned by PONTIAC identified on the attached **Exhibit 1**; and,

WHEREAS, the COUNTY intends and represents that it will perform an interference study and structural engineering analysis to determine the location for the GATEWAY system and related facilities to be installed.

WHEREAS, the COUNTY intends and represents that the GATEWAY system and related facilities will not cause any frequency interference to other communication facilities and will be used by the COUNTY to monitor water consumption data on behalf of the COUNTY's systems; and,

NOW, THEREFORE in consideration of mutual promises, responsibilities and obligations set forth herein, PONTIAC and the COUNTY agree:

1. Grant of License. Subject to, and conditioned upon, the COUNTY's continued conformance to and fulfillment of the terms and conditions set forth in this Agreement, the COUNTY shall be, and hereby is, granted a license allowing the GATEWAY system and related facilities to be constructed and/or installed on the SUBJECT PROPERTY, as approved by PONTIAC's Mayor, and more fully described on **Exhibit 2**. Except as specifically provided in this Agreement, nothing contained herein shall be construed to lessen or otherwise alter PONTIAC's rights or interests in the SUBJECT PROPERTY, and the license may be revoked by PONTIAC any time as provided in paragraph 9.
2. County Responsibility: Compliance with laws. During this Agreement, the COUNTY shall have full and exclusive responsibility for the design, installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities. The

COUNTY shall perform and conduct the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities in a neat and workmanlike manner consistent with good engineering practices. The COUNTY shall undertake all appropriate measures to ensure the safety of the site during and following installation. The COUNTY shall conform with and remain subject to all applicable federal, state and local laws, ordinances, regulations, rules and requirements relating to the installation, operation, and maintenance, repair and removal of the GATEWAY system and related facilities.

3. Access. The COUNTY shall have access to the SUBJECT PROPERTY throughout the duration of this Agreement. However, the COUNTY shall contact PONTIAC prior to undertaking any maintenance, repair, installation or removal of equipment or related facilities on the SUBJECT PROPERTY.
4. Indemnification. To the extent permitted by law, the COUNTY shall hold harmless, indemnify, represent and defend PONTIAC, its elected and appointed officials, employees, volunteers and agents from and against claims, demands, suits, liability or loss, including all costs and reasonable attorney fees and/or damages connected therewith, for personal injury, property damage or other claim related to or arising out of this Agreement, including but not limited to the design, installation, operation, use, maintenance, repair and removal of the GATEWAY system and related facilities. Notwithstanding the foregoing, nothing herein shall be construed to constitute a waiver of governmental immunity; all immunities provided by law are reserved to the COUNTY and PONTIAC.
5. Insurance. It is understood that the COUNTY is self-insured. In addition, in the event that the COUNTY engages contractors, the COUNTY shall require such contractors involved in the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities to obtain the following coverages:
  - (a) Workers Compensation Insurance. Worker's Compensation Insurance, including employer's liability coverage, shall be in accordance with all applicable statutes of the State of Michigan.
  - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) independent contractor's coverage, and (iv) broad form general liability endorsement or equivalents.

- (c) Motor Vehicles Liability Insurance. Motor Vehicle Liability Insurance, including Michigan's no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include all owned, not owned and hired vehicles.
  - (d) Additional Insured. Commercial General Liability coverage, as described above, shall include an endorsement stating the following shall be "additional insureds" the County of Oakland and the City of Pontiac, including their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including employees and volunteers thereof. These coverages shall be primary to the additional insureds and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance be primary, contributing or excess for claims arising out of activities of the undertaken pursuant to this contract.
  - (e) Cancellation Notice. Commercial General Liability Insurance, as described above, shall include an endorsement stating that the COUNTY and PONTIAC shall be given (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in such coverages.
- 6. Third-Party Use of GATEWAY System. The COUNTY shall not lease, or otherwise assign, delegate or convey any rights and/or obligations under this Agreement, nor shall the COUNTY allow the GATEWAY system or related facilities to be used by any third parties, without first obtaining PONTIAC's written consent, and subject to such other terms and conditions as PONTIAC may require.
  - 7. Electrical Work. The COUNTY agrees that any electrical work required for the GATEWAY system located at PONTIAC's property, will be performed by a licensed electrician and in accordance with applicable codes and standards.
  - 8. No Representatives as to Use. Except as expressly stated in this Agreement, PONTIAC makes no representations with respect to the SUBJECT PROPERTY's suitability for the COUNTY's installation and operation of the GATEWAY system and related facilities.
  - 9. Duration. This Agreement shall be revocable at PONTIAC's sole discretion. PONTIAC shall provide the COUNTY ninety (90) days' prior written notice of its intent to revoke this Agreement. Upon revocation of this Agreement, the COUNTY shall dismantle and remove the GATEWAY system and related facilities and shall restore the SUBJECT PROPERTY to its prior condition.
  - 10. General. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective successors, or grantees.

11. Notices. Any notices which either party may be required to give shall be delivered by First-Class Mail, postage prepaid and addressed to:

PONTIAC:                   **Mayor's Office**  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, Michigan, 48342

COUNTY:                   **Chief Engineer**  
Water Resources Commissioner  
One Public Works Drive  
Waterford, Michigan 48328

12. Headings. Topical headings appearing in this Agreement are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

13. Amendment. This Agreement can be modified or amended only by written agreement signed by both PONTIAC and the COUNTY.

14. Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings and agreements that may have existed between the parties. Any amendment or modification of this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers as of the day and year indicated above.

**CITY OF PONTIAC**

By: \_\_\_\_\_  
Dr. Deidre Waterman  
Its: Mayor

Date: \_\_\_\_\_

**COUNTY OF OAKLAND**

By: \_\_\_\_\_  
Jim Nash  
Its: Water Resources Commissioner

Date: \_\_\_\_\_

## EXHIBIT 1

### "SUBJECT PROPERTY"

47450 WOODWARD AVE PONTIAC MI 48342-5009

beds / full baths / half baths / sq ft



### Residential Property Profile

14-28-351-002

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### Owner Information

Owner(s) : CITY OF PONTIAC & CITY HALL & POLICE STATION

Postal Address : 47450 WOODWARD AVE PONTIAC MI 48342-5009

#### Location Information

Site Address : 47450 WOODWARD AVE PONTIAC MI 48342-5009

PIN : 14-28-351-002 Neighborhood Code : CME

Municipality : City of Pontiac

School District : 210 PONTIAC CITY SCHOOLS

Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

#### Property Description

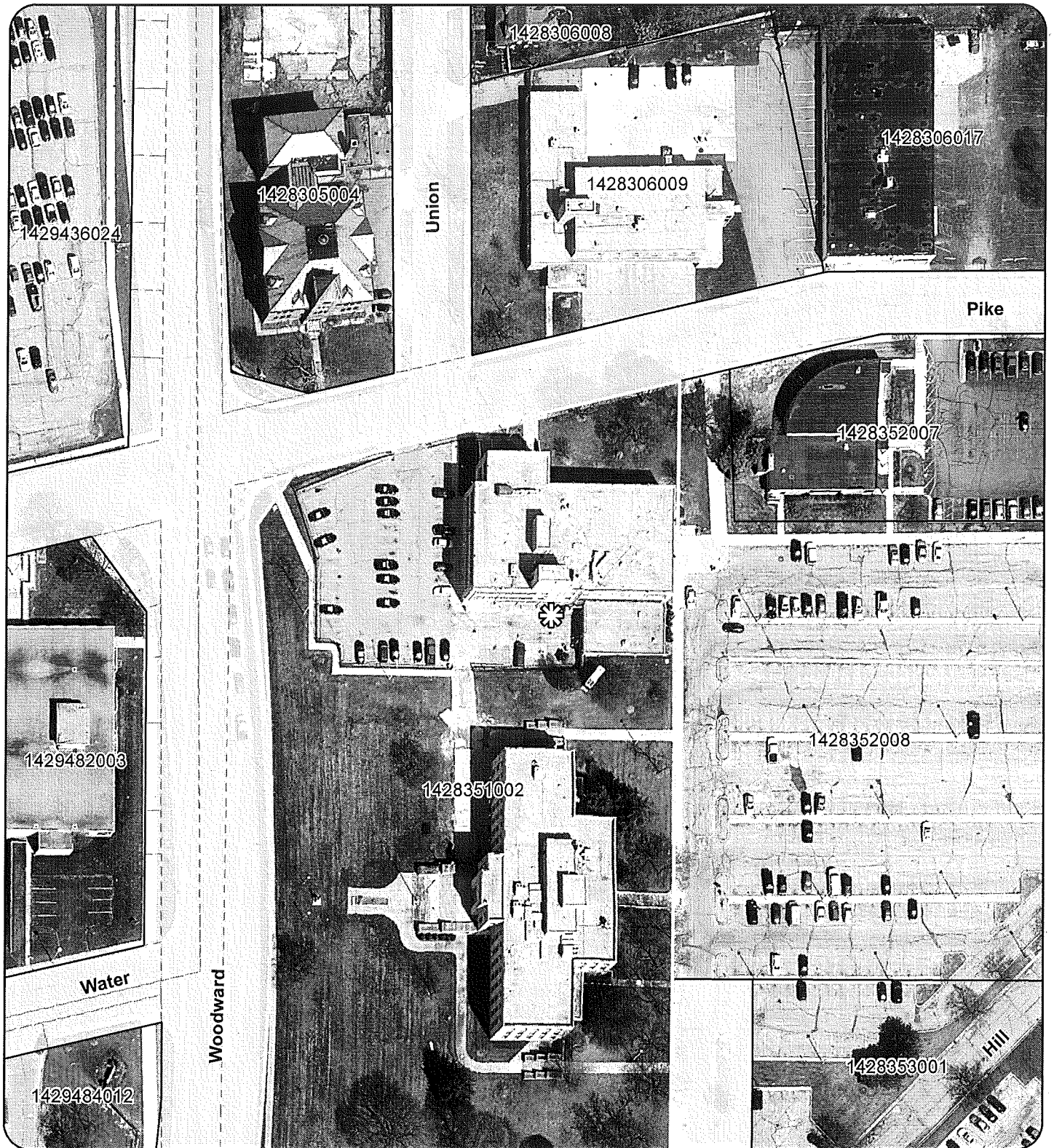
T3N, R10E, SEC 28 ASSESSOR'S PLAT NO 132 LOTS 1, 2, 3 & N 15.07 FT OF LOT 4 EXC THAT PART OF EACH TAKEN FOR WIDE TRACK DR, ALSO N 15.62 FT OF LOT 21, ALSO ALL OF LOTS 22 & 23






## EXHIBIT 2 – “GATEWAY” EQUIPMENT AND SITE REQUIREMENTS

1. List of Equipment
  2. Power/electrical work
  3. Antennas/radios on property
  4. Access
  5. Location of equipment
  6. General description of equipment use/need
- 
1. The list of equipment at each GATEWAY site location will consist of a Gateway Unit (approximate size is 13 inches high by 9 inches wide by 7 inches deep) which contains the following equipment:
    - a. Neptune R900 Gateway Unit
    - b. 900 MHZ Receiver
    - c. Calamp Vanguard 3000 Cell Modem
  2. The power and electrical work required at a minimum is as listed:
    - a. Lockable Power Switch – Mounted 6' from ground
    - b. Mount the new Gateway unit
    - c. Mount Outdoor DC-UPS-5009A
    - d. Install ¾ inch conduit and 120V power wire from new power switch to new UPS unit
    - e. Connect power from UPS unit to Gateway unit
    - f. At tower/pole, mount the omni directional antenna
    - g. Install new 1/2 inch LDF-4-50A heliax coaxial cable from the new gateway to the top of the tower/pole and attach to antenna
    - h. Attach #6 ground wire to 5/8 inch ground rod w/ grounding acorn to ground entire system
  3. The radios and antennas that will be installed on the property include:
    - a. 900 MHZ Gateway Receiver
    - b. 860-960 MHZ Andrew Decibel model DB589T3-Y omni directional antenna
  4. For access, WRC staff will need 24 hour access to the gateway unit and the antenna that are installed on the top of the tower/pole. Routine inspections could include checking battery status, and testing their back-up monitoring and communications as well as trouble shooting other parts of the system by connecting to the new gateway unit at each location.
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# EXHIBIT 3 - LOCATION MAP



## Legend

-  Proposed Pole Location
-  gisvec1.OC.TaxParcel
-  Road R.O.W.

**SHERIFF'S SUBSTATION**  
**WOODWARD AVENUE, SW 1/4 OF SECTION 28**  
**CITY OF PONTIAC**  
**SCADA TOWER SITE LICENSE AGREEMENT**



1 inch = 100 feet

## GATEWAY SITE LICENSE AGREEMENT

### **Jaycee Park Property**

THIS AGREEMENT is entered into on \_\_\_\_\_ 2017 between the CITY OF PONTIAC ("PONTIAC") a Michigan Municipal Corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342 and the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner in his capacity as the "County Agency" pursuant to Act 342 of the Public Acts of 1939, as amended ("Act 342") and Miscellaneous Resolution #93-075 whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328 (hereafter, the "COUNTY").

### **RECITATIONS:**

WHEREAS, the COUNTY has requested PONTIAC's permission to install, operate and maintain a Gateway Data Collection ("GATEWAY") system and related facilities on certain property ("SUBJECT PROPERTY") owned by PONTIAC identified on the attached **Exhibit 1**; and,

WHEREAS, the COUNTY intends and represents that it will perform an interference study and structural engineering analysis to determine the location for the GATEWAY system and related facilities to be installed.

WHEREAS, the COUNTY intends and represents that the GATEWAY system and related facilities will not cause any frequency interference to other communication facilities and will be used by the COUNTY to monitor water consumption data on behalf of the COUNTY's systems; and,

NOW, THEREFORE in consideration of mutual promises, responsibilities and obligations set forth herein, PONTIAC and the COUNTY agree:

1. Grant of License. Subject to, and conditioned upon, the COUNTY's continued conformance to and fulfillment of the terms and conditions set forth in this Agreement, the COUNTY shall be, and hereby is, granted a license allowing the GATEWAY system and related facilities to be constructed and/or installed on the SUBJECT PROPERTY, as approved by PONTIAC's Mayor, and more fully described on **Exhibit 2**. Except as specifically provided in this Agreement, nothing contained herein shall be construed to lessen or otherwise alter PONTIAC's rights or interests in the SUBJECT PROPERTY, and the license may be revoked by PONTIAC any time as provided in paragraph 9.
2. County Responsibility: Compliance with laws. During this Agreement, the COUNTY shall have full and exclusive responsibility for the design, installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities. The

COUNTY shall perform and conduct the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities in a neat and workmanlike manner consistent with good engineering practices. The COUNTY shall undertake all appropriate measures to ensure the safety of the site during and following installation. The COUNTY shall conform with and remain subject to all applicable federal, state and local laws, ordinances, regulations, rules and requirements relating to the installation, operation, and maintenance, repair and removal of the GATEWAY system and related facilities.

3. Access. The COUNTY shall have access to the SUBJECT PROPERTY throughout the duration of this Agreement. However, the COUNTY shall contact PONTIAC prior to undertaking any maintenance, repair, installation or removal of equipment or related facilities on the SUBJECT PROPERTY.
4. Indemnification. To the extent permitted by law, the COUNTY shall hold harmless, indemnify, represent and defend PONTIAC, its elected and appointed officials, employees, volunteers and agents from and against claims, demands, suits, liability or loss, including all costs and reasonable attorney fees and/or damages connected therewith, for personal injury, property damage or other claim related to or arising out of this Agreement, including but not limited to the design, installation, operation, use, maintenance, repair and removal of the GATEWAY system and related facilities. Notwithstanding the foregoing, nothing herein shall be construed to constitute a waiver of governmental immunity; all immunities provided by law are reserved to the COUNTY and PONTIAC.
5. Insurance. It is understood that the COUNTY is self-insured. In addition, in the event that the COUNTY engages contractors, the COUNTY shall require such contractors involved in the installation, operation, maintenance, repair and removal of the GATEWAY system and related facilities to obtain the following coverages:
  - (a) Workers Compensation Insurance. Worker's Compensation Insurance, including employer's liability coverage, shall be in accordance with all applicable statutes of the State of Michigan.
  - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) independent contractor's coverage, and (iv) broad form general liability endorsement or equivalents.

- (c) Motor Vehicles Liability Insurance. Motor Vehicle Liability Insurance, including Michigan's no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include all owned, not owned and hired vehicles.
  - (d) Additional Insured. Commercial General Liability coverage, as described above, shall include an endorsement stating the following shall be "additional insureds" the County of Oakland and the City of Pontiac, including their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including employees and volunteers thereof. These coverages shall be primary to the additional insureds and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance be primary, contributing or excess for claims arising out of activities of the undertaken pursuant to this contract.
  - (e) Cancellation Notice. Commercial General Liability Insurance, as described above, shall include an endorsement stating that the COUNTY and PONTIAC shall be given (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in such coverages.
- 6. Third-Party Use of GATEWAY System. The COUNTY shall not lease, or otherwise assign, delegate or convey any rights and/or obligations under this Agreement, nor shall the COUNTY allow the GATEWAY system or related facilities to be used by any third parties, without first obtaining PONTIAC's written consent, and subject to such other terms and conditions as PONTIAC may require.
  - 7. Electrical Work. The COUNTY agrees that any electrical work required for the GATEWAY system located at PONTIAC's property, will be performed by a licensed electrician and in accordance with applicable codes and standards.
  - 8. No Representatives as to Use. Except as expressly stated in this Agreement, PONTIAC makes no representations with respect to the SUBJECT PROPERTY's suitability for the COUNTY's installation and operation of the GATEWAY system and related facilities.
  - 9. Duration. This Agreement shall be revocable at PONTIAC's sole discretion. PONTIAC shall provide the COUNTY ninety (90) days' prior written notice of its intent to revoke this Agreement. Upon revocation of this Agreement, the COUNTY shall dismantle and remove the GATEWAY system and related facilities and shall restore the SUBJECT PROPERTY to its prior condition.
  - 10. General. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective successors, or grantees.

11. Notices. Any notices which either party may be required to give shall be delivered by First-Class Mail, postage prepaid and addressed to:

PONTIAC:                   **Mayor's Office**  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, Michigan, 48342

COUNTY:                   **Chief Engineer**  
Water Resources Commissioner  
One Public Works Drive  
Waterford, Michigan 48328

12. Headings. Topical headings appearing in this Agreement are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.
13. Amendment. This Agreement can be modified or amended only by written agreement signed by both PONTIAC and the COUNTY.
14. Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.
15. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings and agreements that may have existed between the parties. Any amendment or modification of this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers as of the day and year indicated above.

**CITY OF PONTIAC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Deidre Waterman  
Its: Mayor

**COUNTY OF OAKLAND**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Nash  
Its: Water Resources Commissioner

## EXHIBIT 1

### "SUBJECT PROPERTY"

No property address available

beds / full baths / half baths / sq ft

14-16-126-007



### Residential Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### Owner Information

Owner(s) : CITY OF PONTIAC & JAYCEE PARK  
Postal Address : 60 E PIKE ST PONTIAC MI 48342-2225

#### Location Information

Site Address : No property address available  
PIN : 14-16-126-007 Neighborhood Code : CME  
Municipality : City of Pontiac  
School District : 210 PONTIAC CITY SCHOOLS  
Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

#### Property Description

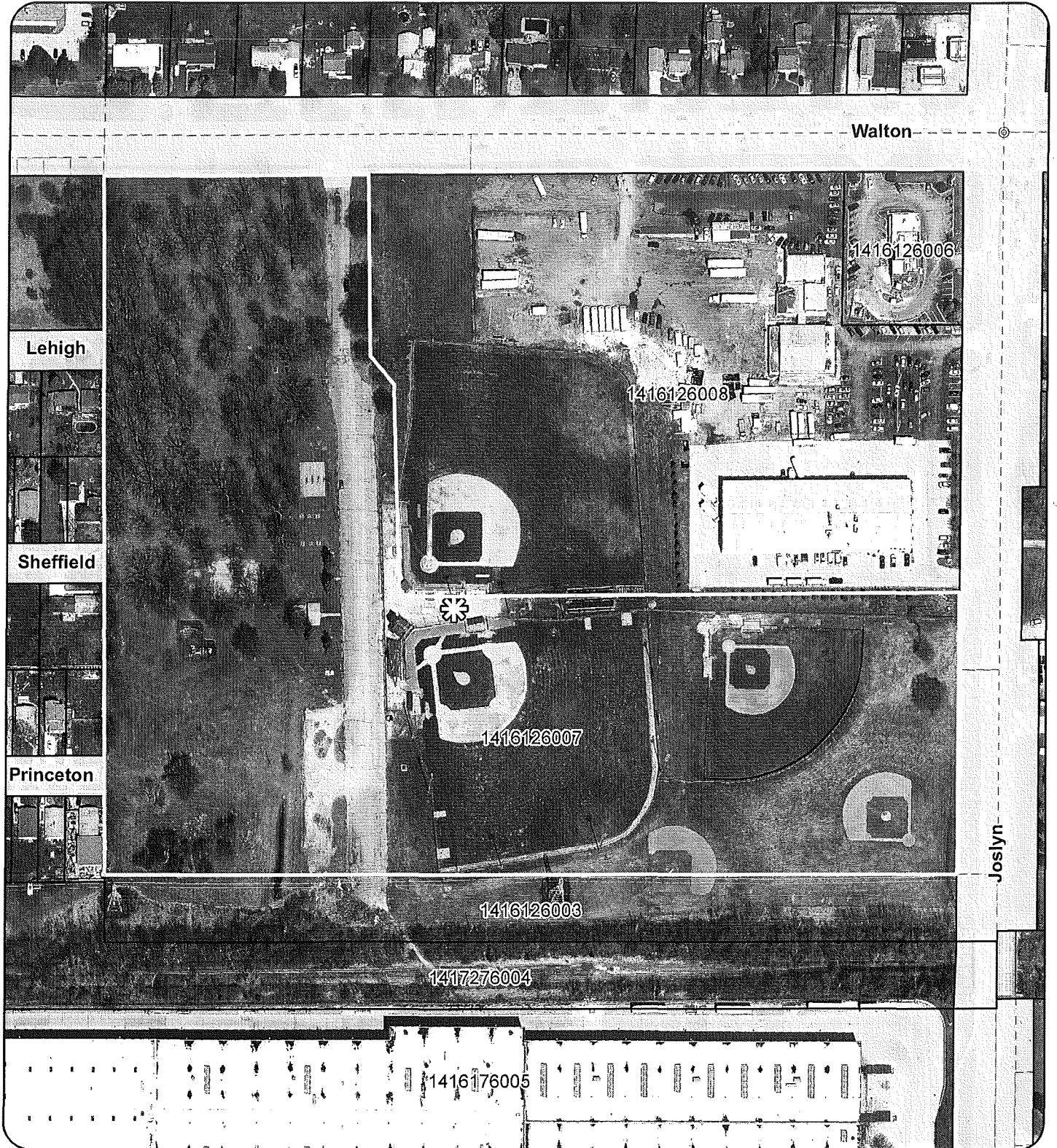
T3N, R10E, SEC 14 NE 1/4 OF NW 1/4 EXC N 800 FT OF E 800 FT, ALSO EXC S 200 FT, ALSO EXC N 60 FT & E 60 FT TAKEN FOR RD, ALSO EXC BEG AT PT DIST S 01-19-20 E 60 FT & S 88-02-51 W 60 FT & S 88-02-51 W 740 FT FROM N 1/4 COR, TH S 01-19-20 E 625 FT, TH S 88-02-51 W 100.61 FT, TH N 03-20-55 W 313.75 FT, TH N 41-44-34 W 56.13 FT, TH N 02-19-59 W 268.19 FT, TH N 88-02-51 E 152.83 FT TO BEG, ALSO PART OF NW 1/4 BEG AT PT DIST S 01-19-20 E 60 FT & S 88-02-51 W 60 FT & S 01-19-20 E 625 FT FROM N 1/4 COR, TH S 01-19-20 W 115 FT, TH S 88-02-51 W 740 FT, TH N 01-19-20 W 115 FT, TH N 88-02-51 E 740 FT TO BEG 18.15 A 1-29-99 FR 001 & 005

## EXHIBIT 2 – “GATEWAY” EQUIPMENT AND SITE REQUIREMENTS




1. List of Equipment
  2. Power/electrical work
  3. Antennas/radios on property
  4. Access
  5. Location of equipment
  6. General description of equipment use/need
1. The list of equipment at each GATEWAY site location will consist of a Gateway Unit (approximate size is 13 inches high by 9 inches wide by 7 inches deep) which contains the following equipment:
    - a. Neptune R900 Gateway Unit
    - b. 900 MHZ Receiver
    - c. Calamp Vanguard 3000 Cell Modem
  2. The power and electrical work required at a minimum is as listed:
    - a. Lockable Power Switch – Mounted 6' from ground
    - b. Mount the new Gateway unit
    - c. Mount Outdoor DC-UPS-5009A
    - d. Install ¾ inch conduit and 120V power wire from new power switch to new UPS unit
    - e. Connect power from UPS unit to Gateway unit
    - f. At tower/pole, mount the omni directional antenna
    - g. Install new 1/2 inch LDF-4-50A heliax coaxial cable from the new gateway to the top of the tower/pole and attach to antenna
    - h. Attach #6 ground wire to 5/8 inch ground rod w/ grounding acorn to ground entire system
  3. The radios and antennas that will be installed on the property include:
    - a. 900 MHZ Gateway Receiver
    - b. 860-960 MHZ Andrew Decibel model DB589T3-Y omni directional antenna
  4. For access, WRC staff will need 24 hour access to the gateway unit and the antenna that are installed on the top of the tower/pole. Routine inspections could include checking battery status, and testing their back-up monitoring and communications as well as trouble shooting other parts of the system by connecting to the new gateway unit at each location.
  5. Regarding location of equipment, the new gateway unit will be located outdoors in its own weatherproof enclosure attached to tower/pole.
  6. The proposed equipment will function to collect data from water meters and transmit this information on to the WRC offices in Pontiac. The equipment will provide 24 hour consumption/leak information with automatic emails being sent to WRC staff for potential leaks. This tower/pole will be needed in order for various sites to be able to communicate to WRC offices. Once a gateway is configured and communicating from the tower, the information will be transmitted to WRC offices on the existing OAKNet backbone that already exists via cell modem.



# EXHIBIT 3 - LOCATION MAP



## Legend

-  Existing Light Pole Location
-  gisvac1.00, TaxParcel
-  Road R.O.W.

**JAYCEE PARK**  
**WALTON BOULEVARD, NW 1/4 OF SECTION 16**  
**CITY OF PONTIAC**  
**SCADA TOWER SITE LICENSE AGREEMENT**



1 inch = 200 feet

Disclaimer: The information provided in this system has been compiled from recorded maps, plans, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as such. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
John V. Balint, City Engineer

**DATE:** February 1, 2018

**RE: School District of the City of Pontiac – Metro Act Application**

The Department of Public Works, Engineering Division has received and reviewed the subject application submitted by the School District of the City of Pontiac for the placement of fiber optic utilities within and crossing City of Pontiac right-of-way. Upon review of this application, the Department finds their proposal acceptable.

It is the recommendation of the Department of Public Works that the City approve the Metro Act Application with the School District of the City of Pontiac.

WHEREAS, The City of Pontiac Department of Public Works has received and reviewed the Metro Act Agreement as supplied by the School District of the City of Pontiac, and;

WHEREAS, the Department of Public Works reviewed the permit application and finds it acceptable, and;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to approve the Metro Act agreement with the School District of the City of Pontiac.

JVB

Attachments

2018 FEB -2 AM 12:38

Rec'd 10/18/17



# School District of the City of Pontiac

Darryl Segars, General Counsel

2018 FEB -2 AM 12:38

October 18, 2017

via hand delivery

Sharika Hawkins  
City Clerk  
City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

Dear Ms. Hawkins:

The School District of the City of Pontiac ("PSD") has retained the services of Fiber Link, Inc. to install a fiber optic educational telecommunications network. This network will interconnect our facilities within the City. Educational institutions are specifically authorized to own, construct and operate educational telecommunications systems by the Michigan Telecommunications Act (MTA), MCL 484.2307(1). The purpose of the network is to enhance the level of technology for our students and allow the Schools to administer services in a cost-effective manner. This fiber network will be wholly owned and operated by the School District of the City of Pontiac for the education purposes mentioned. Additionally, the fiber cable will be attached to existing utility poles owned by DTE and/or AT&T.

PSD hereby applies for a permit to access the use public rights-of-way in the City, as authorized by MCL 484.2251. We are forwarding the attached application to you in triplicate, as contemplated by the MTA. Under the MTA, the City has 90 days to act on this request, but we are hopeful it will not take that long since we have already started discussions with the City's Engineer about our plans. Fiber Link, Inc. has been authorized to act on behalf of the School District of the City of Pontiac for the purpose of obtaining permits, licenses, rights-of-way and attachment agreements necessary to construct the network. If you have another official application form (other than what is attached) or need other information, please contact Fiber Link, Inc.

The ability to offer the highest level of technology to our children is vitally important to our continuing efforts to prepare them for the future. I thank you in advance for any assistance you can provide in expediting the work assigned to Fiber Link, Inc., on PSD's behalf.

Sincerely,

A handwritten signature in cursive script that reads "Kelley Williams".

Kelley Williams  
Superintendent

KW/sp

Cc: Deputy Mayor Jane DiSessa (without enclosures)  
Jack Balint, III, City Engineer (with enclosures)  
Tina M. Snoblen, Fiber Link, Inc. (with enclosures)

METRO Act Permit Application Form  
Revised February 2, 2015

CITY OF PONTIAC  
Name of Local Unit of Government

APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS  
UNDER  
METROPOLITAN EXTENSION TELECOMMUNICATIONS  
RIGHTS-OF-WAY OVERSIGHT ACT  
2002 PA 48  
MCL SECTIONS 484.3101 TO 484.3120

BY

[Name of Company]  
("APPLICANT")

**Unfamiliar with METRO Act?--Assistance:** Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [http://www.michigan.gov/mpsc/0,4639,7-159-16372\\_22707---,00.html](http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html).

**45 Days to Act—Fines for Failure to Act:** The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

**Where to File:** Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at **CITY OF PONTIAC, 47450 WOODWARD AVE, PONTIAC, MI 48342.**

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**CITY OF PONTIAC**

Name of local unit of government

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS**

By  
[Name of Company]  
("APPLICANT")

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

---

**1 GENERAL INFORMATION:**

1.1 Date: **OCTOBER 18, 2017**

1.2 Applicant's legal name: **SCHOOL DISTRICT OF THE CITY OF PONTIAC**  
Mailing Address: **47200 WOODWARD AVE**  
**PONTIAC, MI 48342**

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Telephone Number: **248-451-6800**  
Fax Number: **248-451-6890**  
Corporate website: **www.pontiac.k12.mi.us**

Name and title of Applicant's local manager (and if different) contact person regarding this application:

**JEFF MOZDZIERZ, TECHNOLOGY DIRECTOR**  
Mailing Address: **SCHOOL DISTRICT OF THE CITY OF PONTIAC**  
**47200 WOODWARD AVE**  
**PONTIAC, MI 48342**

Telephone Number: 248-451-6800

Fax Number: 248-451-6890

E-mail Address: jeff.mozdzierz@pontiacschools.org

1.3 Type of Entity: (Check one of the following)

- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Individual
- ☒ Other, please describe: **GENERAL POWERS SCHOOL DISTRICT**

1.4 Assumed name for doing business, if any: \_\_\_\_\_

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation;

1.5.2 Date of incorporation/formation;

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **SEE ATTACHMENT A.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **NO**

---

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes NO

*If "yes," please describe the circumstances.*

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes NO

*If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.*

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. **SEE ATTACHMENT A.**

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

*If no financial statements are provided, please explain and provide particulars.*

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## **2 DESCRIPTION OF PROJECT:**

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. **NO AUTHORIZATIONS ARE NEEDED – SCHOOL DISTRICT DOES NOT INTEND TO PROVIDE TELECOMMUNICATIONS SERVICES OUTSIDE OF THE DISTRICT BUILDINGS.**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. **THE SCHOOL DISTRICT OF THE CITY OF PONTIAC WISHES TO INSTALL A PRIVATE FIBER OPTIC CABLE NETWORK SOLELY OWNED BY THE SCHOOL DISTRICT BETWEEN ITS DISTRICT BUILDING SITES TO PROVIDE BETTER INTERNET AND COMMUNICATION SERVICES BETWEEN THE SCHOOL BUILDINGS TO BENEFIT THE EDUCATION OF THE CHILDREN WITHIN THE SCHOOL DISTRICT.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). **SEE ATTACHMENT B.**

2.4 Please provide an anticipated or actual construction schedule. **ANTICIPATED UNDERGROUND CONSTRUCTION SCHEDULE IS TO START ON THE 8**

*UNDERGROUND LOCATIONS NO LATER THAN DECEMBER 1<sup>ST</sup> AND HAVE THESE COMPLETED BY DECEMBER 29<sup>TH</sup> - ANTICIPATED AERIAL CONSTRUCTION IS SCHEDULED TO START AS SOON AS POLE ATTACHMENTS FOR DETROIT EDISON AND AT&T HAVE BEEN APPROVED - NOT SURE WHEN THIS DATE WILL BE - LENGTH OF ANTICIPATED AERIAL CONSTRUCTION IS 6 TO 8 WEEKS, PENDING WEATHER AND POLE ATTACHMENT APPROVALS.*

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. *SCHOOL DISTRICT OF THE CITY OF PONTIAC WILL BE THE SOLE OWNER OF THE FACILITIES IN THE PUBLIC WAYS.*

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent



telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. *THE SCHOOL DISTRICT OF THE CITY OF PONTIAC WILL CHOOSE AN EXPERIENCED CONTRACTOR TO MAINTAIN THE FACILITIES THAT ARE PLACE IN THE PUBLIC WAYS – THE POLES WILL HAVE A TAG ON THE FIBER CABLE WITH THE SCHOOL DISTRICT CONTACT NUMBER – THE UNDERGROUND LOCATIONS WILL ALSO HAVE MARKER POSTS WITH THE SCHOOL DISTRICTS CONTACT NUMBER. THE AERIAL WILL BE INSTALLED ON EXISTING DETROIT EDISON AND AT&T POLES – THE DETROIT EDISON AGREEMENT IS IN PLACE AND THE AT&T AGREEMENT IS IN PROGRESS.*

### **3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

- 3.1 Address of Applicant's nearest local office; *47200 WOODWARD AVE, PONTIAC, MI 48342*
- 3.2 Location of all records and engineering drawings, if not at local office; *N/A*
- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; *JEFF MOZDZIERZ and BILL HOLCOMB. ALSO SEE OUR ANSWER TO QUESTION 3.5, BELOW.*
- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: *SEE COMPOSITE ATTACHMENT B.*
  - 3.4.1 Worker's compensation;
  - 3.4.2 Commercial general liability, including at least:
    - 3.4.2.1 Combined overall limits;
    - 3.4.2.2 Combined single limit for each occurrence of bodily injury;
    - 3.4.2.3 Personal injury;
    - 3.4.2.4 Property damage;
    - 3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;
    - 3.4.2.6 Independent contractor liability;
    - 3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.  
*FIBER LINK, ATTN: TINA M. SNOBLEN, 3529 W. GENESEE, SUITE 6, LAPEER, MI 48446.*

810.667.289<sup>91</sup>

EXT. 307

**4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

10-18-17  
Date

**NAME OF ENTITY ("APPLICANT")**

**School District of the City of Pontiac**

By: Kelley Williams  
Type or Print Name: **Kelley Williams**

**Superintendent**  
Title

S:\metroapplicationform.doc

### **City of Pontiac Resolution for Black History Month**

**WHEREAS,** The Pontiac City Council recognizes the extensive civil, social and religious contributions made by African-Americans including many residents of the City of Pontiac; and;

**WHEREAS,** the first Africans were brought to the Americas involuntarily beginning in the 17th century and these Africans in America and their descendants are now known as African-Americans; and,

**WHEREAS,** Black History Month originated in 1926 as "Negro History Week" when Dr. Carter G. Woodson designated a special period of time in February to recognize the heritage and achievement of Black people of the United States, the week was later expanded in 1976 to a month, when President Gerald Ford designated February as "Black History Month; and

**WHEREAS,** despite the unwanted suffering, enslavement, the injustices of lynch mobs, segregation, and denial of basic, fundamental rights of African- Americans, African-Americans from all walks of life have courageously fought for the rights and freedom of all Americans throughout the history of the United States; and

**WHEREAS,** the significant contributions of African-Americans is reflective in; the writings of Booker T. Washington, Phyllis Wheatley, James Baldwin, Toni Morrison, Ralph Ellison, Zora Neale Hurston and Alex Haley; the music of Mahalia Jackson, Billie Holiday, John Coltrane, Bessie Smith and Duke Ellington; the exemplary tenacity of athletes including, Jesse Owens, Jackie Robinson, Aletha Gibson, Wilma Rudolph and Muhammad Ali; the scientific advancements of George Washington Carver, Charles Drew, Benjamin Banneker and Mae Jamison, the vision of leaders such as Fredrick Douglass, Mary McLeod Bethune, Thurgood Marshall, Martin Luther King, Jr. and Shirley Chisolm; and the bravery of those who stood on the front lines in the battle against oppression, such as Sojourner Truth, Fannie Lou Hammer and Rosa Parks; and,

**WHEREAS,** though many African-Americans have never achieved the recognition they deserved, they paved the way for future generations to succeed; and,

**WHEREAS,** Barack Hussein Obama was elected and reelected the 44<sup>th</sup> President of the United States, making him the first African-American Chief Executive and overcoming one of the last great racial challenges in politics in this country; and,

**WHEREAS,** the Pontiac City Council recognizes the vital importance of affording all residents of this City, especially the youth, the opportunity to study and understand Black History, both nationally and with respect to this City.

**NOW, THEREFORE BE IT RESOLVED,** that the Pontiac City Council celebrates the month of February as "Black History Month" and encourages all the residents of the City of Pontiac to learn more about the past in order to better understand the experiences that have shaped the Nation.

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*Patrice Waterman, Councilwoman*

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*Don Woodward, Councilman*

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*Mary Pietila, Councilwoman*

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*Randolph Carter, Pro Tem*

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*Gloria Miller, Councilwoman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, President*