



**PONTIAC CITY COUNCIL  
STUDY SESSION**

**July 31, 2018**

**6:00 P.M.**

**39<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

Roll Call

Authorization to Excuse Councilmembers from Meeting

Amendments to and Approval of the Agenda

Approval of the Minutes

1. July 24, 2018.

Special Presentation – Andy Meisner Oakland County Treasurer

Special Presentation – Councilwoman Doris Taylor-Burks- Certificates to Rusty Harlow and Merrel Shoemaker

Special Presentation – Executive Office - Pontiac Parks & Recreation Master Plan Update

Deputy Mayor Report or Departmental Head Reports

Public Comment

**Review Agenda Items for City Council Consideration**

1. Resolution to change date and time of the August 7, 2018 Council Meeting. (Election Day)
2. Resolution for James Leonard Nelson, Jr.
3. Resolution to authorize the Department of Public Works to purchase and install two (2), trinity Way Honorary Street Name signs at the intersection of Wesson and Bagley and Wesson and Woodward.
4. Resolution to authorize the Mayor to sign the MDOT funding agreement for the South Boulevard Resurfacing Project.
5. Resolution to approve a conditional rezoning request and a conditional rezoning agreement for TDE Group Holding LLC, for parcel #64-14-17-257-007.
6. Introduction of the Blight Court Ordinance.
7. Resolution to authorize John Balint, Acting DPW Director/City Engineer to submit the application for MDOT TEDF funds for roadway improvements of CenterPoint Parkway.

Adjournment

July 24, 2018

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

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, July 24, 2018 at 6:00 p.m. by President Kermit Williams.

Call to Order at 6:02 p.m.

Invocation – Pastor Matlock

Pledge of Allegiance

Roll Call

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

Members Absent: Carter and Miller.

Mayor Waterman was present.

Clerk announced a quorum.

18-277        **Excuse Councilperson Randy Carter and Gloria Miller for personal reasons.**  
Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

No: None

**Motion Carried.**

18-278        **Motion to table item #5 (re-appointment of four members to Planning Commission) for one week until the Council Special Meeting on July 31, 2018 at 5:00 p.m.** Moved by Councilperson Waterman and second by Councilperson Woodward.

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

No: None

**Motion Carried.**

18-279        **Approval of the Agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Taylor-Burks, Waterman, Williams and Woodward

No: Pietila

**Motion Carried.**

18-280        **Journal of July 17, 2018.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

July 24, 2018

Subcommittee Reports – Taylor-Burks/Public Works and Woodward/ Community Development

Special Presentation – WRC Water Supply and Sewage Disposal System Rates FY 2018-2019

Point of Privilege for Candidate Jake Cunningham Oakland County Circuit Court Judge

Recognition of Elected Officials – Mike McGuiness School Board Trustee

Councilwoman Gloria Miller arrived at 6:20 p.m.

**18-281 Resolution to authorize Mayor to enter into a contract with Koala –T Construction for \$600,000 for the CDBG Sidewalk Program. Moved by Councilperson Waterman and second by Councilperson Woodward.**

Whereas, the City of Pontiac has advertised and received responses to a request for proposal for the CDBG Sidewalk Program on April 23, 2018 and publically opened bids, and;

Whereas, a bid tabulation was prepared and reviewed, and;

Whereas, the City identified the lowest responsive bidder as Koala-T Construction.

Now, therefore, Be It resolved, that the Pontiac City Council authorized the Mayor to enter into a contract with Koala-T Construction for \$600,000 for the CDBG Sidewalk Program.

Ayes: Woodward, Pietila, Taylor-Burks and Waterman

No: Woodward and Miller

**Resolution Passed.**

**18-282 Resolution to approve the proposal from Accident Fund of Michigan for a premium of \$81, 190 and to approve the proposal from the Michigan Risk Management Authority for General Liability and Property Insurance for the total of \$691,947. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.**

Whereas, the Huttenlocher Group, the Coty's Insurance agent has presented the City with proposals for Workers Compensation and General Liability and Property Insurance for coverage beginning July 1, 2018; and,

Whereas, the Deputy Mayor, Purchasing Agent and a representative from Plant Moran have reviewed the proposals, have recommended that both proposals are acceptable and have certified available funding;

Now, Therefore, Be It Resolved, that the Pontiac City Council approves the proposal from the Accident Fund of Michigan for a premium of \$81,190 and approves the proposal from the Michigan Municipal Risk Management Authority for General Liability and Property Insurance for the total contribution of \$671,947.

Ayes: Woodward, Miller, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed.**

**18-264 Resolution to authorize the Department of Public Works to purchase the listed vehicles from Todd Wenzel Buick GMC and Falcon Asphalt Equipment. Moved by Councilperson Miller and second by Councilperson Taylor-Burks.**

July 24, 2018

Whereas, the City of Pontiac has reviewed the a pricing provided by Oakland County MiDeal and determined the vehicles required to perform upcoming work, and;

Whereas, City staff has reviewed the vehicles and equipment and determined the listed items to be adequate for the upcoming work, and;

Now, Therefore, Be It Resolved, The Pontiac City Council authorizes the Department of Public Works to purchase the listed vehicles from Todd Wenzel Buick GMC and Falcon Asphalt Equipment.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Woodward

No: None

**Resolution Passed.**

Council President Kermit Williams excused himself from the meeting at 7:07 p.m. and turned the meeting over to Councilwoman Patrice Waterman.

Sixteen (16) individuals addressed the body during public comment.

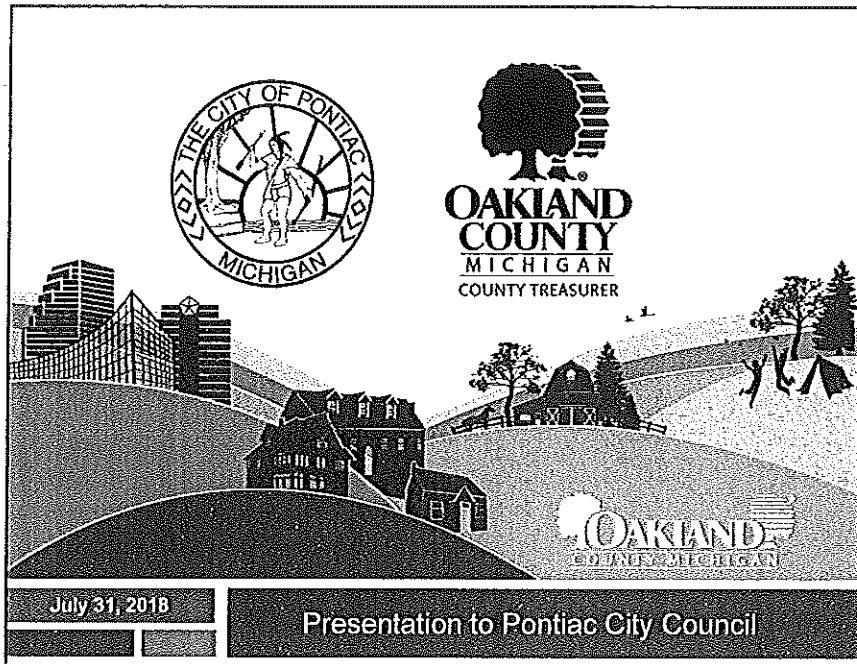
Honorable Mayor Deirdre Waterman Reported.

Acting City Clerk Sheila R. Grandison, Councilman Don Woodward, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller and Councilwoman Patrice Waterman made closing comments. City Attorney had no closing comments.

Councilwoman Patrice Waterman adjourned the meeting at 8:15 p.m.

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SHEILA R. GRANDISON  
ACTING CITY CLERK



## Presentation Overview

- Tax Foreclosure
  - Process Timeline
  - Trends
  - Prevention Efforts
- Surplus Property
- Right of First Refusal
- Questions?



## Tax Foreclosure Process Timeline

March 1, 2016	Cities, Villages and Townships turn unpaid taxes over to the County Treasurer for collection; locals receive payment from the Delinquent Tax Revolving Fund, County Treasurer collects
March 1, 2017	The property is forfeited to the County Treasurer if taxes are still due.
April 2, 2018	The property is foreclosed and owned by the County Treasurer.
July 18, 2018	Properties offered at the July Land Sale with minimum bid set as amount owing, including taxes, fees and interest.
October 3, 2018	Properties that did not sell in July are offered again at the October Land Sale with a reduced minimum bid price.



Tax foreclosure happens for non-payment of property taxes from three years earlier. For example, 2018 tax foreclosures were for non-payment of 2015 property taxes

Presently, there are 19,219 total delinquent parcels throughout Oakland County, of which 4,830 are in Pontiac. These are the folks we target with our foreclosure prevention efforts.

In 2018, there were 176 tax foreclosures in Pontiac. Of these:

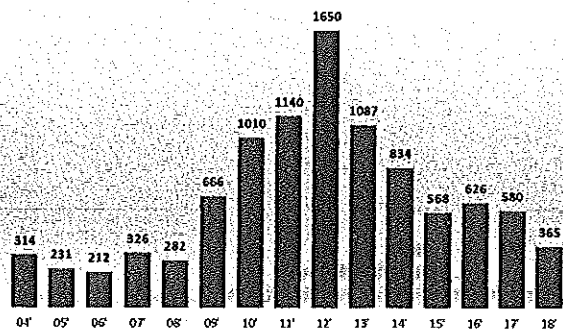
- 76 of these are vacant lots
- another 4 are on City demo list

Of the 176 Pontiac properties offered at the July Land Sale, 106 were sold.

In addition to our numerous foreclosure prevention efforts, state law provides property owners facing foreclosure a minimum of two opportunities to "plead their case" at the annual Show Cause hearing (with the Treasurer) and at the Judicial Foreclosure hearing (with a Circuit Judge).

## Tax Foreclosure Trends

Oakland County Tax Foreclosures



There were **176 tax foreclosures in Pontiac in 2018.**

Tax foreclosures in Pontiac mirror county trends and are at the **lowest level in ten years.**

Tax foreclosures in Pontiac are **half of what they were just two years ago.**



I want to stress that while this is good news it is never lost on me that every single foreclosure means someone has abandoned or is losing their property. There are people in our midst who are still hurting.

## **Tax Foreclosure Prevention Efforts**

- ❑ Taxpayer Assistance Meetings (TAM's)
- ❑ Payment Plans
- ❑ The Step Forward Michigan Loan Rescue Program
- ❑ DHS Property Tax Assistance
- ❑ Public Service Announcement campaign featured in print, TV, and social media outlets, featuring bi-lingual messages



### **Taxpayer Assistance Meetings (TAM's)**

- Nearly 20,000 face-to-face meetings since 2010
- Almost 2,500 in FY 2018 alone

### **Payment Plans**

- Total Payment Plans: 2,081
- In Pontiac: 634 (30.47%)

### **Step Forward Michigan**

- Total Step Forward parcels: 1,114
- In Pontiac: 209 (18.76%)
- Total \$ from Step Forward: \$10,361,173.26
- In Pontiac: \$1,409,762.60 (13.61%)

## Foreclosure Prevention: Referrals

### Referrals Generated from Taxpayer Assistance Meetings

Service Provider	# of Referrals	Share of Total Referrals
Step Forward (CHI or JVS)	390	41.1%
Accounting Aid Society	220	23.2%
Financial Empowerment Center (financial counseling)	119	12.6%
CVT/Equalization (Poverty Exemption)	101	10.7%
CVT/Equalization (Principle Residence Exemption)	86	9.0%
Veteran's Department	15	1.6%
Financial Empowerment Center (business boot-camp)	8	0.8%
Register of Deeds	5	0.5%
Probate Court	4	0.4%
<b><u>TOTAL</u></b>	<b><u>948</u></b>	<b><u>100.0%</u></b>

Table reflects county-wide data from FY 2018

### Referrals also commonly made to:

JVS Detroit  
 Legal Aid  
 DHS  
 Community & Home Improvement  
 Lighthouse  
 MichiganWorks!

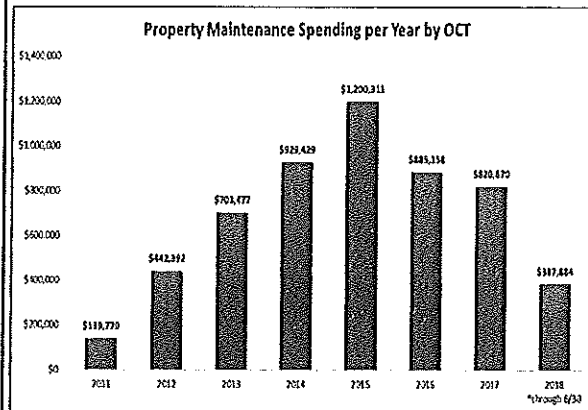


Based on a New York City model, the Oakland County Financial Empowerment Center builds on services offered by the County Treasurer to promote financial literacy, including on-site housing counseling for mortgage and tax foreclosure prevention, on-site referrals to the Accounting Aide Society, and our annual multi-media financial literacy art contest for Oakland County high school students.

The goal is to help facilitate connection with services for eligible residents who come into contact with the Treasurer's Office, help them stabilize their finances, and prevent foreclosures.

The two modules of the Financial Empowerment Center are personal financial counseling and the Entrepreneurial Boot Camp

## Surplus Property



*"I place a high priority on being a good neighbor."*

*- Andy Meisner*

Since 2011, \$5,509,091 spent on grass cutting, removing illegal dumping, securing structures for safety (among other things.)



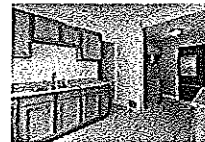
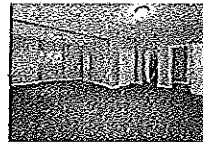
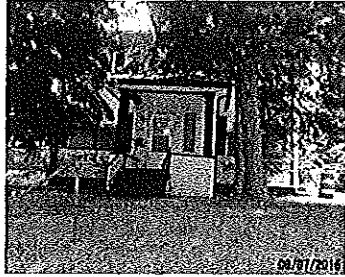
A portion of revenue from the land sale is used for maintenance on properties remaining in the care of the Treasurer's Office, including lawn cutting, securing buildings, and safety measures.

Oakland County Treasurer currently holds **712 total properties in Pontiac**. Most are vacant lots, landlocked, or have condemned structures awaiting clearance. There are **45 structures** –

- 22 are Rosshire Court row houses which the city wants demolished;
- 6 are Elizabeth Lake/N Johnson condos in process of demo by city;
- 3 are buildings under purchase agreement (140 S Saginaw, 111 Oneida, 94 Dwight);
- 7 are houses in GM Modern Historic District

## Surplus Property: Success Story

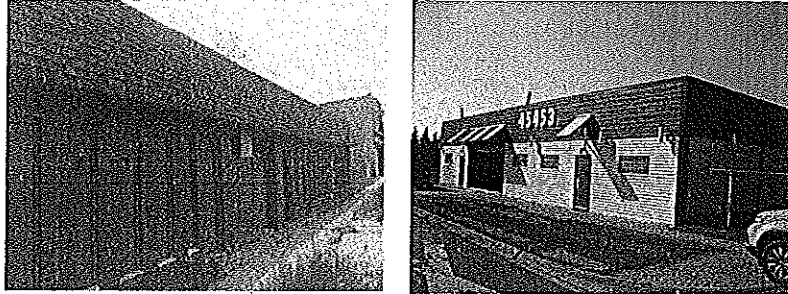
245 W. Pike - Before and After



Surplus property – abandoned, foreclosed, purchased, rehabbed, and now on the market!

## Land Sale Property: Success Story

45453 Woodward - Before and After



Land Sale 2017 – commercial property on Woodward

## Right of First Refusal

- Statutorily-reserved option for cities, villages, and townships outlined in MCL 211.78m
- Several neighboring locals have adopted strategies that may be useful for Pontiac



The General Property Tax Act gives the State of Michigan the primary right of first refusal to claim tax foreclosed properties before they are offered at the land sale. In our experience, the State has rarely exercised this right. Next in line is the city, village, or township in which the tax foreclosed property lies which can claim any tax foreclosed properties for the price of the minimum bid (which is remaining taxes, fees, and interest) and prevent them from going to auction at the land sale.

Sometimes there may be strategic parcels that a municipality wants for a specific public use like a park, greenspace, or to build a public facility on. Some municipalities have exercised their right of first refusal to help stabilize neighborhoods and accelerate bringing properties to their highest and best use. The cities, villages, and townships cannot sell the properties for anything more than the minimum bid, HOWEVER several locals have adopted creative partnerships to this end:

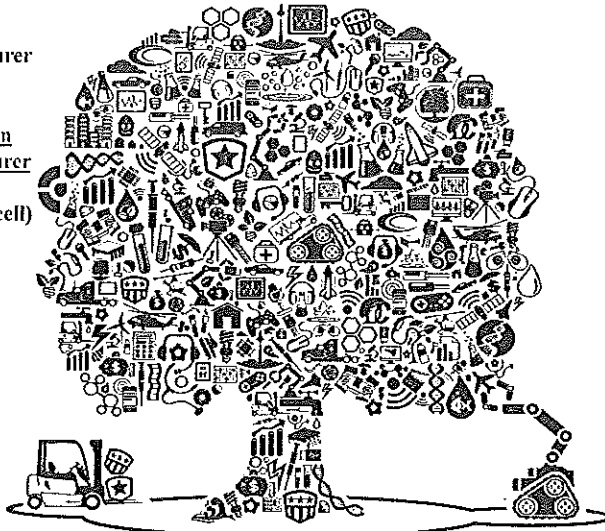
- Hazel Park: LandCure
- Southfield: Habitat for Humanity
- Oak Park and Madison Heights: private sector partners

Good opportunity for city to correct tax rolls and re-designate or combine parcels especially those that cannot be built on. ONLY THE CITY CAN DO THIS.

Andy Meisner  
Oakland County Treasurer  
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248-858-1810 (fax)  
[meisnera@oakgov.com](mailto:meisnera@oakgov.com)  
[www.oakgov.com/treasurer](http://www.oakgov.com/treasurer)  
248-421-ANDY (2639) (cell)

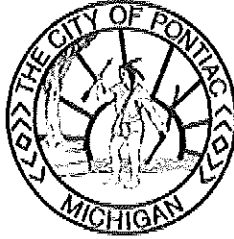


Andy Meisner  
County Treasurer



**THANK YOU**

## **Resolution of the Pontiac City Council**



Be It Further Resolved that the Pontiac City Council change the meeting date and time from Tuesday, August 7, 2018 to Thursday, August 9, 2018 at Noon, due to the State Primary Election.

**City of Pontiac Resolution for James Leonard Nelson, Jr.**

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

**WHEREAS,** it is feelings of the deepest regret that the Pontiac City Council mourns the passing of James Leonard Nelson, Jr., affectionately known as "Nelson and Coach Nelson," a giving and loyal member of this community; and,

**WHEREAS,** James Leonard Nelson, Jr. was born on July 10, 1943 in Brandon, Mississippi to the late James L. Nelson, Sr. and Milrey Lewis Nelson and was a loving and devoted husband to Tamara D. Fletcher Nelson for twenty-six (26) years; and,

**WHEREAS,** James Leonard Nelson, Jr. graduated from Pontiac Central High School where his athletic talents were debuted and where he earned varsity letters in cross country and track; and,

**WHEREAS,** James Leonard Nelson, Jr. earned a Bachelor's Degree in Business from Eastern Michigan University where he continued to run track and cross country, later serving for two (2) years as a notable captain of the cross country team; and,

**WHEREAS,** James Leonard Nelson, Jr. protected and served the community as a Pontiac Police officer for two (2) years before embarking on his passion and career as an educator; and,

**WHEREAS,** James Leonard Nelson, Jr. began his extraordinary journey and teaching career at Eastern Jr. High School until he transferred to Pontiac Northern High School; and,

**WHEREAS,** James Leonard Nelson, Jr. faithfully devoted forty-one (41) years to the Pontiac School District as a teacher until he retired; and,

**WHEREAS,** James Leonard Nelson, Jr. also maintained an amazing forty-two (42) year coaching career which included, Pontiac Northern cross country team coach (1974-2011), Pontiac Northern's head track coach (1986-2009) and Pontiac High School's head track coach (2010-2018); and,

**WHEREAS,** James Leonard Nelson, Jr. served on the Michigan High School Athletic Association Track and Field Committee, was the only coach to win over seven (7) consecutive Oakland County Track championships, received countless honors as a coach, including, MITCA Coach of the Year nominee (1990, 1991, 1994, 1995, 1996 and 1997), MITCA "Dream Team Coach of the Year," (1997), just to name a few, and on September 18, 2016, was inducted into Michigan High School Track and Field Hall of Fame; and,

**WHEREAS,** James Leonard Nelson, Jr. accepted Christ at an early age and was re-baptized at Welcome Missionary Baptist Church under the leadership of Pastor Douglas P. Jones, he also served as a deacon, new members co-chair and member of the men's choir and Inspirational Voices.

**NOW, THEREFORE BE IT RESOLVED,** that the Members of the Pontiac City Council and members of this great community will greatly miss James Leonard Nelson, Jr., as his life was a portrait of service, a legacy that 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 James Leonard Nelson, Jr.

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*Kermit Williams, President*

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*Randolph Carter, Pro Tem*

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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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*Gloria Miller, Councilwoman*

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*Doris Taylor-Burks, Councilwoman*



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Pontiac City Council

**FROM:** John V. Balint, Acting DPW Director/City Engineer  
Though the Office of Jane Bais-DiSessa, Deputy Mayor

**DATE:** July 26, 2018

**RE:** Trinity Way Honorary Street Name Sign

Trinity Missionary Baptist Church is celebrating its 100<sup>th</sup> anniversary in the City of Pontiac. As part of the Churches celebration, they are requesting that Wesson Street be additionally named "Trinity Way". This will be an honorary street name sign that resides above the official street name with a blue background and white lettering.

This item has been discussed at the DPW City Council Sub-Committee.

Based upon the above information, it is the recommendation of the Department of Public Works to purchase and install two (2) signs with the "Trinity Way" designation. These signs will be installed along Wesson Street, one at the intersection of Woodward and one at the intersection of Bagley.

WHEREAS, The Department of Public Works has reviewed the request by Trinity Missionary Baptist Church, and;

WHEREAS, This request has been discussed at the DPW/City Council Sub-Committee meeting and has been approved by the Michigan Department of Transportation;

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorizes the Department of Public Works to purchase and install two (2), Trinity Way Honorary Street Name signs at the intersections of Wesson and Bagley and Wesson and Woodward.

JVB

RECEIVED  
2018 JUL 27 PM 12:42  
PONTIAC CITY CLERK



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

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

**FROM:** John V. Balint, Acting Director of Public Works/City Engineer  
Through the Office of Jane Bais-DiSessa, Deputy Mayor

**DATE:** July 26, 2018

**RE:** MDOT South Boulevard Resurfacing Funding Agreement

RECEIVED  
2018 JUL 27 PM 12:43  
PONTIAC CITY CLERK

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the South Boulevard Resurfacing project. This project is initially funded fully by the City of Pontiac. Construction is set to begin in September of 2018. There is federal funding for the project for MDOT FY 2019, which begins in October. As such, this project is technically an "advance construct" project in the eyes of MDOT and the Federal Highway Administration.

The federal funding for the project is \$810,200 with the City's obligation being \$179,600, for a total project cost of \$989,800. This funding will be available for reimbursement in the MDOT 2019 Fiscal Year. Prior to the beginning of the project, MDOT will require a deposit from the City in the sum of \$405,100, which will be due within 30 days of invoice. This will be used to pay the contractor for work performed in the first month or so of the project.

The project work includes milling and resurfacing of South Boulevard between Woodward and Martin Luther King Jr. Boulevard. In addition to the milling and resurfacing, there will be joint repairs as well as sidewalk and ADA ramp replacement.

The MDOT bid letting for this project is scheduled for Friday, August 3<sup>rd</sup>, 2018. The project will begin within 60 days of the bid letting, potentially sooner. The project will take up to 3 months to complete.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the South Boulevard Resurfacing project.

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2018/19 Major Street budget,

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to sign the MDOT funding agreement for the South Boulevard Resurfacing Project.

JVB

Attachments



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**

RECEIVED  
2018 JUL 27 PM 12:43  
PONTIAC CITY CLERK

*Mayor Deirdre Waterman*

**MEMORANDUM**

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

**FROM:** Vern Gustafsson – Planning Manager  
Through the Office of Deputy Mayor – Jane Bals-DiSessa

**SUBJECT:** ZMA 18-02 43 E. Columbia Avenue – PIN 64-14-17-257-007  
Zoning Map Amendment Request  
R-1 One Family Dwelling to C-3 Corridor Commercial District  
with Conditional Rezoning

**DATE:** July 24, 2018

**Analysis of Petition**

The City of Pontiac is in receipt of application ZMA 18-02 from TDE Group Holdings, LLC for the proposed conditional rezoning of parcel 64-14-17-257-007. The approximately 15 acre site land located on E. Columbia Avenue, between E. Ann Arbor Avenue to the north, E. Columbia Avenue to the south, Price Street to the east and Baldwin Avenue to the west from R-1 One Family Dwelling District to C-3 Corridor Commercial with CR Conditional Rezoning. According to the Application, the applicant proposes to convert the former Owen School into an equipment storage facility with outdoor storage.

The subject site is designated in the Master Plan as the Entrepreneurial: Residential, Commercial, and Green Future Land Use Category. This category's stated goal is to provide flexibility that encourages the positive reuse of vacant properties in strategic locations throughout the City. The Conditional Rezoning limits proposed uses as an equipment storage facility with outdoor storage and proposes to achieve the objectives of the Master Plan by eliminating a blight, vacant site.

The applicant requests rezoning with conditions of the subject site with the intention of developing an equipment storage facility and outdoor storage for their lawn/landscape maintenance and snow removal equipment and materials in a portion of the existing building. The remaining structure will be demolished. TDE employs 75 to 300 to provide yearly maintenance services. The request includes conditions volunteered by the applicant, which are described in greater detail below.

In accordance with Section 6.802 of the City Zoning Ordinance, the request for Conditional Rezoning requires a technical review, Public Hearing and recommendation by the Planning Commission, and final

decision by City Council. The Conditional Rezoning Agreement will be executed between the applicant and City Council at the time City Council approves the Conditional Rezoning.

The City Planning Commission and City Council should consider "any of the following criteria [found in Section 6.804, A-J] that apply to the rezoning with conditions application in making findings, recommendations, and a decision" to amend the Official Zoning Map [see Section 6.804].

The applicant has volunteered the following conditions as part of their Conditional Rezoning Agreement [see attachment] that will restrict the uses developed on the subject site.

"the use of the Property shall be limited to warehouse storage, outside storage, and landscaped greenspace, Owner/developer waives it rights to seek approval for any other permitted uses or any uses permitted subject to special exception permit conditions provided in the C-3 Local Business District; or any other permitted uses or uses permitted subject to special exception permit conditions provided in the MUD Mixed Use District".

The Planning Commission has evaluated this request with these conditions in mind. It is important to note that the City cannot request or suggest modifications to these conditions. Per the Michigan Zoning Enabling Act, such conditions must be made voluntarily of the applicant.

At the July 11, 2018 Planning Commission meeting, the commission passed a motion recommending approval of this application to the City Council and recommending that the City Council authorize the execution of the Conditional Rezoning Agreement document, which has been reviewed by the City Attorney and is in agreement to the terms. Unless extended by City Council, the rezoning with conditions shall expire following two years from the effective date of the rezoning.

ZMA 18-02 - Zoning Map Amendment  
Address: 43 E. Columbia Avenue  
Parcel: 64-14-17-257-007

## Resolution

*Whereas*, The City has received an application for a Zoning Map Amendment for 43 E. Columbia Avenue, PIN 64-14-17-257-007, from TDE Holdings Group, LLC and the applicant's petition is for the rezoning of the aforementioned parcel and the redevelopment of the vacant Owen School building; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning request in regards to compliance with the City's Master Plan and the request conforms to the goals and vision found within the plan; and

*Whereas*, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.807 of the Zoning Ordinance regarding Rezoning with Conditions, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

*Whereas*, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

*Whereas*, On July 11, 2018, a Public Hearing was held, and the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 43 E. Columbia Avenue, approving the change from the current R-1 One Family Dwelling District to C-3 Corridor Commercial District with CR Conditional Rezoning; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 18-02) request for 43 E. Columbia Avenue, to amend the current zoning from R-1 One Family Dwelling District to C-3 Corridor Commercial District with CR Conditional Rezoning; and

*Be It Further Resolved*, That the City Council for the City of Pontiac authorize the execution of a Conditional Rezoning Agreement with the applicant.

*43 E. Columbia Avenue*



AMENDED AND RESTATED  
CONDITIONAL REZONING AGREEMENT

THIS AMENDED AND RESTATED CONDITIONAL REZONING AGREEMENT is hereby entered into by and between TDE GROUP HOLDINGS, LLC, a Michigan limited liability company, whose address is 125 E. Columbia Avenue, Pontiac MI 48340, ("Owner/Developer"), and the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City") on July 11<sup>th</sup>, 2018.

RECITALS

A. Owner/Developer is currently the fee owner of certain real property located at the Southeast corner of Price Street and Columbia Avenue, Pontiac, Michigan 48341, more specifically described on Exhibit "A", attached hereto ("Property").

B. Owner/Developer desires to have the entirety of the Property zoned MUD, Mixed Use District, C-3 under the City of Pontiac Zoning Ordinance ("Zoning Ordinance").

C. Owner/Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act.

D. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA § 125, 3405, as amended.

E. The City, by action of \_\_\_\_\_ on July 11, 2018, has accepted the voluntary offer of Owner/Developer to enter into this Conditional Rezoning Agreement.

ARTICLE 1

DESCRIPTION OF DEVELOPMENT

1.1 **Development Description.** The development involves proposed Mixed Uses such as warehouse storage of approximately 2 acres, outside storage yard of approximately 1 acre and landscaped greenspace of approximately 1.3 acres, and possible future improvements on the Property.

## ARTICLE 2

### REZONING AND CONDITIONS

**2.1 Rezoning.** The City hereby rezones the Property from R-1 One- Family Dwelling District to C-3 Local Business District - MUD, Mixed Use District, as that term is identified in Article II of the Zoning Ordinance. The following conditions shall apply to such rezoning;

a. The use of the Property shall be limited to warehouse storage, outside storage, and landscaped greenspace, Owner/Developer waives its right to seek approval for any other permitted uses or any uses permitted subject to special exception permit conditions provided in the C-3 Local Business District; or any other permitted uses or uses permitted subject to special exception permit conditions provided in the MUD, Mixed Use District.

**2.2 Conditions Subsequent to Re-Zoning.** If any of the following events shall occur, then this conditional Rezoning Agreement shall be null and void and the zoning of the Property will revert to the R-1 One-Family Dwelling District zoning classification:

a. If Owner/Developer, at any time prior to the commencement of construction, elects to terminate this Agreement by written notice to the City.

b. The portion of the Property upon which the warehouse storage, outside storage and landscaped greenspace ceases to be operated as such for twelve (12) consecutive months.

**2.3 Force Majeure.** Notwithstanding anything to the contrary contained in Section 2.1 above, if any failure or inability of Owner/Developer to meet the condition set forth in Section 2.2 is caused by delay beyond the reasonable control of Owner/Developer, such as war, civil insurrection, strike, or Acts of God, then Owner/Developer shall be given an extension of time to satisfy such condition equal to the period of delay.

## ARTICLE 3

### GENERAL PROVISIONS

#### **3.1 The City's Representations and Warranties.**

a. **Authority.** The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof

b. **Transfer of Ownership.** The transfer of title of the Property shall not constitute an event of default under this Conditional Rezoning Agreement.

c. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Zoning Ordinance.

d. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with the Owner/Developer.

e. **Plan Review.** The City will timely review the plans and documents submitted for rezoning by the Owner/Developer to achieve the purposes of this Conditional Rezoning Agreement.

f. **Uses.** The intended land use for the Property is warehouse storage, outside storage and landscaped greenspace which are hereby deemed permitted uses under Section 2.519 (c), and Section 2.520 MUD zone district of the Zoning Ordinance.

g. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. **Disclosure.** No representation or warranty by the City, or any statement or certificate furnished to Owner/Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

i. **Litigation.** The City has no notice of and there is no pending or threatened litigation, administrative, action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

### 3.2 Owner/Developer's Representations and Warranties.

a. **Organization.** Owner/Developer is duly organized and validly existing, in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

b. **Authorization.** The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Owner/Developer.

c. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Owner/Developer's organizational documents, or any agreement to which the Owner/Developer is a party or by which it is bound.

d. **Disclosure.** No representation or warranty by the Owner/Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation.** Owner/Developer has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Owner/Developer or its principals from carrying out the covenants and promises made herein.

f. **Voluntary Offer.** Owner/Developer represents and warrants that it has voluntarily offered to enter into this Conditional Rezoning Agreement and Owner/Developer shall not commence any action after the date hereof against the City asserting that it did not voluntarily offer to enter into this Conditional Rezoning Agreement.

## ARTICLE 4

### NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City or Owner/Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a party as follows:

To City;                      City of Pontiac  
                                    Community Development Director  
                                    47450 Woodward Avenue  
                                    Pontiac, Michigan 48342  
                                    Tel: (248) 758-3000; Fax: (248)758-3292

To Owner/Developer: TDE Group Holdings LLC  
                                    125 E. Columbia Avenue  
                                    Pontiac MI 48340  
                                    Tel: (888) 557-8287; Fax: (519) 488-4748

With a copy to:            n/a

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Rezoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

## ARTICLE 5

### MISCELLANEOUS

5.1 **Non-Liability of City, Officials and Employees.** No City officer, employee, Planning Commissioner, City Council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives shall be personally liable to Owner/Developer for any default or breach of the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

5.2 **Successors/Provisions Running With the Land.** All or a portion of the Property, including all improvements thereon, may be sold, transferred or conveyed, in whole or in part, provided that this Agreement shall inure to the benefit of and shall bind the parties hereto and any assignee, transferee or successor in interest to the Owner/Developer shall be bound by the terms and conditions of this Agreement. The provisions of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

5.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Owner/Developer.

5.4 **Complete Agreement.** This Conditional Rezoning Agreement, constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement, and supersede all prior and contemporaneous oral and written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

5.5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and any provision of the Zoning Ordinance either existing on the date hereof or adopted in the future, the provisions of this Amended and Restated Conditional Rezoning Agreement shall prevail.

5.6 **Default Remedies of Owner/Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Owner/Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within sixty (60) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City shall only be in default if it has failed to commence to cure within such period and thereafter diligently pursued the cure.

5.7 **Default Remedies of City.** Owner/Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Owner/Developer with written notice that Owner/Developer has failed to comply with an obligation under this Agreement, and Owner/Developer has failed to cure such failure within sixty (60) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case Owner/Developer shall only be in default if it has failed to commence the cure within such period and thereafter diligently pursued the cure.

5.8 **Third Party Beneficiaries.** No term or provision of this Amended and Restated Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

5.9 Severability. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

5.10 Waiver of Breach. A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

5.11 Governing Law. This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Owner/Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement.

5.12 Joint Drafting. This Conditional Rezoning Agreement has been negotiated by the parties based upon the voluntary offer of conditions made by the Owner/Developer, and each party has joined in and contributed to its drafting. Accordingly, there shall be no presumption favoring or burdening any of the parties based upon draftsmanship.

SIGNATURES ON FOLLOWING PAGE

THE UNDERSIGNED HAVE EXECUTED THIS  
CONDITIONAL REZONING AGREEMENT AS OF THE DATE SET FORTH ABOVE.

WITNESS:

OWNER/DEVELOPER:

TDE Group Holdings, LLC  
a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Eduardo Conte  
Its: President

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared EDUARDO CONTE, to me personally known who, being by me duly sworn, did say that they are TDE Group Holdings, LLC, and that said instrument was signed and sealed on behalf of said company, by the authority of its governing body, and they acknowledge said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

CITY;

CITY OF PONTIAC,  
a Michigan municipal corporation

By: \_\_\_\_\_

Its:

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF OAKLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared \_\_\_\_\_, to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of the City of Pontiac, and that said instrument was signed and sealed on behalf of said City, by the authority of its \_\_\_\_\_, and they acknowledge said instrument to be the free act and deed of said City.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

## EXHIBIT "A"

### Legal Descriptions

Land situated in the City of Pontiac, County of Oakland, State of Michigan

Lots 58 through 73, inclusive and Lots 94 through 109, inclusive, and also the vacated alley lying adjacent to said Lots, Dupont Heights Subdivision, as recorded in Liber 21, Page 22 of Plats, Oakland County Records.

**CITY OF PONTIAC  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO ADD SECTIONS TO CHAPTER 22 OF THE CITY OF PONTIAC  
CODE OF ORDINANCES.**

**THE CITY OF PONTIAC ORDAINS:**

Chapter 22, Article I, Division 3, shall be amended to read as follows:

**CHAPTER 22. BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE I. IN GENERAL**

**DIVISION III. BLIGHT VIOLATION HEARINGS**

**22-28.01 CREATION OF ADMINISTRATIVE HEARINGS BUREAU**

Pursuant to MCLA 117.4q, the City of Pontiac hereby establishes an Administrative Hearings Bureau to adjudicate and impose sanctions for blight violations.

**22-28.02 BLIGHT VIOLATIONS**

For the purposes of this article, BLIGHT VIOLATION means a violation of any Pontiac City Code section pertaining to:

- (A) Zoning
- (B) Building or property maintenance
- (C) Solid waste and illegal dumping
- (D) Disease and sanitation
- (E) Noxious weeds
- (F) Vehicle abandonment, inoperative vehicles, vehicle impoundment, and municipal vehicle licensing.
- (G) Right-of-way signage. For purposes of this subdivision right-of-way signage violation means the placement of signage in a right-of-way without a proper permit from the city.
- (H) A code section that is substantially the same as sections 138 to 142 of the housing law of Michigan, 1917 PA 167, MCL 125.538 to 125.542.

**22-28.03 BLIGHT VIOLATION HEARING OFFICER.**

- (A) A Blight Violation Hearing Officer shall preside over contested blight violation hearings.
- (B) The Blight Violation Hearing Officer shall be a licensed attorney and otherwise meet all the qualifications as set forth in MCLA § 117.4q(11).
- (C) The Blight Violation Hearing Officer will be appointed and subject to removal in a manner consistent with state law.

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(D) The Blight Violation Hearing Officer shall have the following authority and duties:

(1) Hearing testimony and accepting evidence that is relevant to the existence of the blight violation.

(2) Issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon request of a party or a party's attorney.

(3) Preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing.

(4) Issuing a determination, based upon the evidence presented at the hearing, whether a blight violation exists. The determination shall be in writing and shall include written findings of fact, a decision and an Order. The City shall have the burden of establishing the responsibility of the alleged violator by a preponderance of the evidence. Unless the burden is met, the matter shall be dismissed. A decision and an Order shall not be made except upon consideration of the record as a whole or a portion of the record as may be cited by any party to the proceeding and as supported by and in accordance with the competent, material, and substantial evidence. A decision and Order finding the alleged violator responsible for the violation shall include the civil fine, if any, or any action with which the violator must comply, or both.

(5) Imposing reasonable and proportionate sanctions consistent with applicable ordinance provisions and assessing costs upon a finding that the alleged violator is responsible for the alleged violation.

(6) The Blight Violation Hearing Officer shall not impose a fine in excess of \$10,000.00, pursuant to MCL 117.4q(3), and the fined amount is exclusive of costs to secure compliance with the City code and is not applicable to enforce the collection of any tax imposed and collected by the city, pursuant to MCL 117.4(12) (e).

#### **22-28.04 INITIATION OF PROCEEDINGS.**

(A) To initiate a proceeding for a blight violation, the City shall issue and serve upon an alleged violator a written violation notice on which an authorized local official records the occurrence or existence of one or more blight violations by the person cited and which directs the named person to pay a civil fine for the violation or appear at the Administrative Hearings Bureau as provided in this section. A violation notice to appear at an Administrative Hearings Bureau shall be treated as made under oath if the violation alleged in the notice occurred in the presence of the authorized local official signing the violation notice and if the notice contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief". An authorized local official may issue a violation notice to appear if, based upon the investigation, the official has reasonable cause to believe that the person is responsible for a blight violation and if a City Attorney approves in writing the issuance of the violation notice.

(B) Any person authorized to issue a blight violation is also authorized to order the towing of abandoned vehicles.

#### **22-28.05 RESPONSE TO VIOLATION NOTICE.**

The person named in the violation notice shall appear on or before the time specified in the violation notice and may respond to the allegations in the notice, as follows.

(A) If the alleged violator wishes to admit responsibility for the blight violation, the person may do so by appearing in person, by representation, or by mail. If appearance is made by representation or mail, the Administrative Hearings Bureau may accept the admission as though the person personally appeared. Upon acceptance of the admission, a Blight Violation Hearing Officer may order any of the sanctions permitted under this section.

(B) If the alleged violator wishes to deny responsibility for the blight violation, or admit responsibility with an explanation, the person may do so by appearing in person on the date scheduled for the administrative hearing for the purpose of adjudicating the alleged violation.

(C) If the alleged violator fails to appear, a decision and order of default may be entered.

#### **22-28.06 HEARINGS.**

(A) A party shall be provided with the opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross-examine witnesses. A party may request the Blight Violation Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents. Hearings shall be scheduled with reasonable promptness, except that for hearings scheduled in all nonemergency situations the alleged violator, if he or she requests, shall have at least 14 days after service of process to prepare for the hearing. For purposes of this subsection, NON-EMERGENCY SITUATION means any situation that does not reasonably constitute a threat to the public interest, safety, or welfare. If service is provided by first class mail, the 14-day period begins to run on the day that the notice is deposited in the mail.

(B) In an administrative hearing under this section, the rules of evidence as applied in a nonjury civil case in Circuit Court shall be followed as far as practicable, but the Blight Violation Hearing Officer may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Irrelevant, immaterial, or unduly repetitious evidence may be excluded. Effect shall be given to the rules of privilege recognized by law. Objections to offers of evidence may be made and shall be noted in the record. Subject to these requirements, the Blight Violation Hearing Officer, for the purpose of expediting hearings and when the interests of the parties will not be substantially prejudiced thereby, may provide in an administrative hearing or by rule for submission of all or part of the evidence in written form.

(C) Any final decision by a Blight Violation Hearing Officer that a blight violation does or does not exist constitutes a final decision and Order for purposes of judicial review and may be enforced in the same manner as a judgment entered by a Court of competent jurisdiction.

#### **22-28.07 BLIGHT VIOLATION PENALTIES.**

The penalty for a blight violation shall be a civil fine of up to \$500.00. The Blight Violation Hearing Officer may also order action with which the violator must comply. However, the Blight Violation Hearing Officer may waive a fine for a blight violation at an owner-occupied dwelling for a first-time offender if the offender has corrected the circumstances for the violation. But in all cases the Blight Violation Hearing Officer shall impose a judicial system assessment of \$10.00 for each blight violation determination. Upon payment of the assessment, the City shall transmit the assessment to the State Treasury.

## **22-28.08 DEFAULT JUDGMENTS.**

An alleged violator may seek to set aside the entry of a decision and order of default within 14 days after the Bureau sends notice of the decision and order to the violator. The request must be written, must explain the reason for the nonappearance of the violator, and must state a defense to or an explanation of the alleged violation. For good cause, the Bureau may set aside the default and direct that a hearing on the violation take place.

## **22-28.09 APPEAL.**

(A) A party may file an appeal within 28 days after entry of the decision and order by the Blight Violation Hearing Officer. An appeal of a final decision and order of an Administrative Hearing Officer is to the Circuit Court.

(B) An alleged violator who appeals a final decision and order to Circuit Court shall post with the Administrative Hearings Bureau, at the time the appeal is taken, a bond equal to the fine and costs imposed. A party who has paid the fine and costs is not required to post a bond. If a party who has posted a bond fails to comply with the requirements of Supreme Court rules for an appeal to the Circuit Court, the appeal may be considered abandoned, and the Bureau may dismiss the appeal on seven days' notice to the parties. The Administrative Hearings Bureau must promptly notify the Circuit Court of a dismissal, and the Circuit Court shall dismiss the claim of appeal. If the appeal is dismissed or the decision and order are affirmed, the Administrative Hearings Bureau may apply the bond to the fine and costs. An appeal by the City must be asserted by the City's Attorney and a bond is not required.

(C) An appeal to Circuit Court shall be a review by the Court of the certified record provided by the Administrative Hearings Bureau. Pending appeal, and subject to the bond requirement, the Hearing Officer may stay the order and any sanctions or costs imposed. Once an appeal is filed, and subject to the bond requirement, the Court may stay the order and any sanctions or costs imposed. The Court, as appropriate, may affirm, reverse, or modify the decision or order, or remand the matter for further proceedings. The Court shall hold unlawful and set aside a decision or order of the Hearing Officer if substantial rights of an alleged violator have been prejudiced because the decision or order is any of the following:

- (1) In violation of the Constitution or a statute, Charter, or ordinance.
- (2) In excess of the authority or jurisdiction of the agency as conferred by statute, Charter, or ordinance.
- (3) Made upon unlawful procedure resulting in material prejudice to a party.
- (4) Not supported by competent, material, and substantial evidence on the whole record.
- (5) Arbitrary, capricious, or clearly an abuse or unwarranted exercise of discretion.
- (6) Affected by other substantial and material error of law.

## **22-29 APPEARANCE TICKETS.**

(A) If the Code Official determines or has reasonable grounds to believe that a violation of this Code or of any other provision of the City Code relating to property maintenance exists, they may issue an appearance ticket requiring the responsible party to appear in the 50<sup>th</sup> District Court to answer the appearance ticket within the time period specified in the notice.

(B) The appearance ticket shall contain the information and shall be in the form specified by Michigan law.

(C) The appearance ticket shall specify, if required by law, the options available to the responsible party with respect to responding to the appearance ticket.

(D) The appearance ticket shall be served upon the responsible party as provided by Michigan law.

#### **22-30 DISTRICT COURT ACTION – RIGHT TO ABATE.**

(A) If the Code Official determines, or has reasonable grounds to believe that a violation of this Code or of any other provision of the City Code relating to property maintenance exists, the city may, in accordance with procedures established by the Mayor, proceed with the filing of an action in the 50th District Court to compel the owner or responsible party to bring the property into compliance with the provisions of this Code and the City Code by taking corrective action with respect to the property, building, or structure, or by demolishing the building or structure. The city may exercise its lawful discretion to proceed under this section instead of proceeding to a hearing before the Blight Violation Hearing Officer.

(B) The District Court action shall be brought in accordance with applicable Michigan law, and shall provide the responsible party, after notice as required by law, an opportunity to be heard prior to any corrective action or demolition taking place, unless otherwise authorized by the Court.

#### **22-31 EMINENT DOMAIN.**

(A) The City may institute and prosecute proceedings under its power of eminent domain to eliminate a structure which is determined to have a blighting effect upon the City. The purpose of rehabilitating blighted areas and the prevention, reduction, or elimination of blight, blighting factors, or causes of blight contemplated by this article are hereby declared to be public purposes within the meaning of the constitution, state laws, and City Charter relative to the power of eminent domain.

(B) All condemnation action taken by the City under its eminent domain authority shall be in accordance with applicable Michigan law.

#### **22-32. SUPPLEMENTARY NATURE OF ARTICLE.**

This article is intended to supplement other laws, ordinances and City Code provisions, and is not intended to supersede or repeal other ordinances or City Code provisions except where expressly provided.

#### **22-33. CONFLICT.**

Where a provision adopted in this article conflicts with another provision of the City Code or any other City ordinance, the provision which establishes the higher standard for the promotion or

protection of the health and safety of the public, as determined in the reasonable discretion of the Code Official, shall prevail.

**22-34. OBSTRUCTION OF CODE OFFICIAL; PENALTY.**

Any person who obstructs, hinders, or interferes with the Code Official or any agent or employee of the city when carrying out tasks contemplated in this chapter, a directive of the Code Official, or a certificate issued under the provisions of this article, shall be guilty of a misdemeanor punishable by a fine of a maximum of \$500.00, or a maximum of 90 days in jail, or both.

**22-35. RESERVED.**

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Deirdre Waterman, Mayor

\_\_\_\_\_  
Sheila Grandison, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Sheila Grandison, City Clerk

I further certify that the foregoing was published in a newspaper of general circulation in the City of Pontiac in a manner consistent with the Charter of the City of Pontiac.

---

Sheila Grandison, City Clerk

# RULES OF PROCEDURE BLIGHT COURT



CITY OF PONTIAC  
July, 2018

**CITY OF PONTIAC  
BLIGHT COURT – RULES OF PROCEDURE  
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Date Adopted:

**CITY OF PONTIAC  
BLIGHT COURT  
RULES OF PROCEDURES**

**ARTICLE I - ESTABLISHMENT AND PURPOSE**

THE CITY CHARTER EMPOWERS THE CITY COUNCIL OF THE CITY OF PONTIAC TO ESTABLISH QUASI-JUDICIAL BOARDS. ORDINANCE NO. \_\_\_\_ (CHAPTER 2, ARTICLE V, DIVISION 8) ESTABLISHES A BLIGHT COURT (SECTIONS 2-484.01 – 2-484.06) AND AUTHORIZES AN ADMINISTRATIVE HEARING OFFICER TO PERFORM THE FUNCTIONS AN APPEAL BOARD UNDER THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND TO CONSIDER PETITIONS, APPEALS, REQUESTS FOR VARIANCE AND MODIFICATION OF ORDINANCES AS AUTHORIZED BY THE CITY COUNCIL.

THE SCOPE OF AUTHORITY OF THE ADMINISTRATIVE OFFICER AND THE STANDARDS WHICH APPLY TO WHEN HEARING CASES ARE SET FORTH IN ORDINANCE NO. \_\_\_\_.

**ARTICLE II – ADMINISTRATIVE HEARING OFFICER**

**SECTION 1                      APPOINTMENT & TERM OF OFFICE**

- A.     The Administrative Hearing Officer is appointed by the Mayor for a three-year term, or until a successor has been appointed as provided for in Section 2-484.01 of the City Code and Ordinance \_\_\_\_.
- B.     An Alternate Administrative Hearing Officer is also appointed by the Mayor in the event the Administrative Hearing Officer is unable to be present at scheduled hearings.
- C.     The Administrative Hearing Officer and its Alternate shall be attorneys licensed to practice in the State of Michigan.

**SECTION 3                      ADMINISTRATIVE ASSISTANCE**

The Code Enforcement Manager, or their designated representative shall assist the Administrative Hearing Officer in carrying out its functions.

**SECTION 4**

**COLLECTIVE BODY**

The Administrative Hearing Officer, and/or the Alternate are the official representatives for the City of Pontiac's Blight Court.

**SECTION 5**

**WRITTEN LEGAL OPINION**

The Administrative Hearing Officer may request a written legal opinion regarding blight issues from the City Attorney. A copy of all legal opinions shall also be provided to the Mayor.

**ARTICLE IV – VACANCY OF OFFICE**

**SECTION 1**

**VACANCY: REMOVAL PROCESS**

A vacancy in office occurs if the Administrative Hearing Officer has three consecutive unexcused absences for scheduled meeting dates. If the Administrative Hearing Officer fails to attend three consecutive scheduled meeting dates, the Mayor shall, after written notice to the Officer, determine whether the absences are unexcused. If the Mayor is satisfied that the officer had a reasonable excuse for the absences, or that the officer is ready and able to resume undertaking the responsibilities of the office, the Board may determine that the office is not vacated. If the Mayor determines that the absences are unexcused or that the officer is unable or unwilling to discharge the duties of the office, the office shall be deemed vacant.

**ARTICLE VI – MEETINGS**

**SECTION 1**

**REGULAR MEETINGS**

- A. Regular meetings of the Blight Court shall be scheduled and held bi-weekly, unless the Administrative Hearing Officer cancels the meeting for a lack of business to be conducted.
- B. Public notice of meetings shall also be given in accordance with the Open Meetings Act.
- C. All regular meeting dates shall be set for the following calendar year no later than the month of December.

- D. All Blight Court notices must be prepared at least seven (7) days in advance. Such notice shall include:
  - 1. All documents submitted by the petitioner with the application.
  - 2. Any back-up materials furnished by the Administration.
- E. Written notice of the meeting shall be delivered personally or sent by first class mail to the responsible party, which may be based upon the name and address of the records of the Office of Assessing.

## SECTION 2

### SPECIAL MEETINGS

- A. Special meetings may be held as called by the Administrative Hearing Officer if the officer determines that the volume of cases warrants additional meetings.
- B. Written notice of the meeting shall be sent to the applicant by certified mail.

## SECTION 3

### CONDUCT/FORMAT OF MEETINGS

- A. All meetings shall be open to the public and held in a place available to the public, except closed sessions held in accordance with the Open Meetings Act.
- B. All notices of such public meetings shall be published or posted as required by the Open Meetings Act.
- C. All persons shall be permitted to attend any meeting and may not be excluded, except for a breach of speech committed at such meeting.
- D. Any person attending a meeting, unless excluded under the preceding Section, may speak in accordance with established rules of the Blight Court.

- E. Written notice of the meeting in the form of a notice to appear shall be mailed by certified mail to each petitioner or his designated authorize representative.
- F. Any person disrupting the proceeding shall be subject to removal by the Administrative Hearing Officer.
- G. Order of Business (Agenda as posted and adopted).
  - 1. Call meeting to order
  - 2. Recognition of Docket
  - 3. Accept list of those notified by mail
  - 4. Old Business (postponed cases)
  - 5. New Business
  - 6. Adjournment

## SECTION 7

### MINUTES

- A. Hearings shall be tape recorded with the minutes of each meeting showing the date, time, place, cases heard, , any decisions made at an open meeting.
- B. Minutes shall be public records available from the City Clerk's office. A reasonable charge for copying minutes in accordance with established City policies may be imposed.
- C. Proposed minutes shall be available for inspection within

eight (8) business days after the meeting to which they pertain.

- D. Corrections in the minutes shall be made at the next meeting after the meeting to which they pertain and shall include both the original entry and the correction.

## **ARTICLES VIII – FUNCTIONS OF THE BOARD**

### **SECTION 1 APPEALS**

The Administrative Hearing Officer has the authority to hear appeals under the City Code provisions relating to blight, tall grass and weeds, junk and debris ,and other matters authorized by the City Council. .

### **SECTION 2 The Administrative Hearing Officer has authority to conduct hearings to abate blight nuisances under the City Code.**

### **SECTION 3 APPEALS OF ADMINISTRATIVE DECISIONS**

The Administrative Hearing Officer has the authority to hear and decide appeals where it is affected by the applicant that there is error in any order, requirement, permit decision or refusal by City in administering or enforcing the provisions of the ordinance. Decisions of the Administrative Hearing Officer are final. Property owners may appeal any decisions to the District Court.

## **ARTICLE IX – ANNUAL REPORT**

### **SECTION 1 The Code Enforcement Administrator shall work with the Administrative Hearing Officer to, by December 15 of the following year, prepare and submit to the Mayor for approval, and submit to the City Council a written report of its activities covering the previous calendar year. This report is to cover the following:**

1. Number of cases heard broken down by type of offense.
2. Pending Items.

3. Total amounts of fines collected and the number of fines levied.
4. Number of cases dismissed due to compliance
5. Number of cases appealed to District Court

YLAWS ADOPTED: \_\_\_\_\_



*Executive Branch*

## CITY OF PONTIAC OFFICIAL MEMORANDUM

RECEIVED  
2018 JUL 27 PM 12:44  
PONTIAC CITY CLERK

**TO:** Pontiac City Council

**FROM:** John V. Balint, Acting DPW Director  
Through the Office of the Deputy Mayor, Jane Bais-DiSessa

**DATE:** July 26, 2018

**RE: MDOT Transportation Economic Development Fund Grant**

The City of Pontiac is proposing to make application for a grant to reconstruct Centerpoint Parkway between Opdyke Road and South Boulevard. The current road surface is suffering from Alkali Silica Reaction (ASR), which eats away at the concrete surface. This is a common problem with concrete of this era. The MDOT Transportation Economic Development Fund granted the City nearly \$800,000 as part of a concrete patching project when Challenge MFG purchased property and constructed their facility along Centerpoint.

Once the City and our consultants began the investigation to begin the actual design, we found the ASR problem, and it was decided that we should look for another alternative. Now that there are additional companies moving into the area and an increase in traffic flow, we feel that now is the correct time to request funding for the reconstruction of the roadway.

Our consultant has prepared a cost estimate for the work totaling \$7,899,600 dollars. The estimated cost for the construction work is \$6,659,400 Million with the remaining cost being a 15% contingency, the preparation of design plans and the cost of construction engineering.

**WHEREAS,** The City of Pontiac desires to make application with the Michigan Department of Transportation, Transportation Economic Development (MDOT TED) for a grant to improve Centerpoint Parkway from Opdyke Road to South Boulevard, and

**WHEREAS,** the estimated cost of the project is \$6,659,4000 dollars, and

**WHEREAS,** a grant may be available from the Michigan Department of Transportation, and

**WHEREAS,** The City of Pontiac, commits to provide at least 40% of the matching funds for the project, and

**WHEREAS,** the City of Pontiac is in full support of the project and will maintain the improved roadway for its remaining service life, and

**WHEREAS,** John Balint, City Engineer, is the duly authorized person to sign and submit the grant application forms to the Michigan Department of Transportation;

**Memo – MDOT Transportation Economic Development Fund Grant**

**July 26, 2018**

**Page 2 of 2.**

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the City Council of the City of Pontiac is in full support of the project, and does herewith authorize John Balint, Acting DPW Director/City Engineer to submit the application for MDOT TEDF funds for roadway improvements of Centerpoint Parkway.

JVB

**CENTERPOINT PARKWAY, RING ROAD, CAMPUS DRIVE  
COMPLETE RECONSTRUCTION  
6/20/2018**

	CENTERPOINT PARKWAY	RING ROAD	CAMPUS DR	TOTAL HMA ALTERNATE
<b>COMPUTED ITEMS</b>				
Driveways & Sidewalks	\$ 138,000	\$ 56,000	\$ 64,000	\$ 258,000
Removal Items	\$ 573,500	\$ 190,200	\$ 170,000	\$ 933,700
Drainage	\$ 1,215,000	\$ 471,200	\$ 382,600	\$ 2,068,800
Earthwork	\$ 136,800	\$ 49,100	\$ 48,800	\$ 234,700
Subbase	\$ 775,000	\$ 264,300	\$ 262,100	\$ 1,301,400
Reconstructed Pavement	\$ 2,460,800	\$ 806,900	\$ 777,500	\$ 4,045,200
Soil Erosion Sedimentation Control	\$ 10,500	\$ 3,900	\$ 3,300	\$ 17,700
Slope Restoration	\$ 71,100	\$ 24,700	\$ 19,800	\$ 115,600
Subgrade Undercutting	\$ 11,400	\$ 3,900	\$ 3,900	\$ 19,200
<b>SUB-TOTAL =</b>	<b>\$ 5,392,100</b>	<b>\$ 1,870,200</b>	<b>\$ 1,732,000</b>	<b>\$ 8,994,300</b>
<b>ALLOWANCES (ESTIMATED ITEMS)</b>				
Mobilization, Max 5%	\$ 269,600	\$ 93,600	\$ 86,600	\$ 449,800
Maintenance of Traffic	\$ 107,900	\$ 37,500	\$ 34,700	\$ 180,100
Pavement Marking	\$ 54,000	\$ 18,800	\$ 17,400	\$ 90,200
Misc Public Utilities	\$ 27,000	\$ 9,400	\$ 8,700	\$ 45,100
<b>SUB-TOTAL =</b>	<b>\$ 5,850,600</b>	<b>\$ 2,029,500</b>	<b>\$ 1,879,400</b>	<b>\$ 9,759,500</b>
<b>Contingency (15%)</b>	<b>\$ 808,800</b>	<b>\$ 280,600</b>	<b>\$ 259,800</b>	<b>\$ 1,349,200</b>
<b>Total Construction Cost =</b>	<b>\$ 6,659,400</b>	<b>\$ 2,310,100</b>	<b>\$ 2,139,200</b>	<b>\$ 11,108,700</b>
<b>Design Engineering (8%) =</b>	<b>\$ 431,400</b>	<b>\$ 149,700</b>	<b>\$ 138,600</b>	<b>\$ 719,700</b>
<b>Construction Engineering (15%) =</b>	<b>\$ 808,800</b>	<b>\$ 280,600</b>	<b>\$ 259,800</b>	<b>\$ 1,349,200</b>
<b>Total Engineering Cost =</b>	<b>\$ 1,240,200</b>	<b>\$ 430,300</b>	<b>\$ 398,400</b>	<b>\$ 2,068,900</b>
<b>TOTAL PROJECT ESTIMATED COST =</b>	<b>\$ 7,899,600</b>	<b>\$ 2,740,400</b>	<b>\$ 2,537,600</b>	<b>\$ 13,177,600</b>