PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1 George Williams, District 2 Mary Pietila, District 3 Gloria Miller, District 5 Dr. Doris Taylor Burks, District 6

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."

Garland S. Doyle, M.P.A. Interim City Clerk

FORMAL MEETING (AMENDED AGENDA)
December 10, 2019
6:00 P.M.
128th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Add 10th Council Rules Amendments as Item 23; Special meeting on December 12, 2019 as Item 22, MDOT Woodward Loop Discussion as Item 24; and Ottawa Towers Contract as Item 25)

Approval of the Amended Agenda

Approval of the Minutes

1. December 3, 2019

Subcommittee Reports

2. Law/50th District- December 3, 2019

Public Hearings

- 3. Public Hearing to establish an Industrial Development District for Challenge Manufacturing Company, LLC 2501 Centerpoint Parkway, Pontiac, MI, parcel 19-03-200-021
- 4. Public Hearing to consider an Application for an Industrial Facilities Tax Exemption Certificate for Challenge Manufacturing Company, LLC 2501 Centerpoint Parkway, Pontiac, MI, parcel 19-03-200-021

Special Presentations

5. Pontiac Sun Time Bank
Presentation Presenters: Mary Hogan and Edith Carter

6. City's Blight Program Update
Presentation Presenter: Jane Bais DiSessa, Deputy Mayor

7. Phoenix Center Update Regarding RFP Bids for Public/Private Partnership Presentation Presenter: Mayor Deirdre Waterman

Recognition of Elected Officials

Agenda Address

Ordinance

8. Adoption of An Ordinance to Amend Chapter 74 Article III Preservation of Historic Buildings Ordinance to include Language and Historic District Commission Powers that are in Accordance to the Michigan Zoning Enabling Act 110 of 2006 and to Repeal Sections 74-51 through 74-62

Resolutions

City Council

9. Resolution for "Junior Grand Marshall" Shalom Byrd

Department of Public Works (DPW)

- 10. Resolution to approve No-Haz Contract with Oakland County for either a "no-fee" option, or a "fee" option at a cost of \$10 to \$15 per vehicle.
- 11. Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$70,194.00 (includes fringe benefits), from the General Fund (101) City Council Department Budget (101) for the Legislative Fiscal Analyst 1 salaried position in the amount of \$30,184, from the General Fund's Building Maintenance Department Budget (265) for Contracted Custodial Services in the amount of \$30,905, from the General Fund's Police/Sheriff Department (301) for Contracted Custodial Services in the amount of \$9,105.to the General Fund's Building Maintenance Department 265) for Custodial Salaries and expenditures in the amount of \$28,541 and to the General Fund's Police/Sheriff Department (301) for Custodial Salaries and expenditures in the amount of \$41,653.. The breakout of these funds into accounts is as follows; \$18,154 to Salaries and Wages account 101-301-702.000, \$12,686 to Salaries and Wages account 101-265-702.000, \$5207.00 to Overtime Salaries account 101-301-702.004, \$3,568 to Overtime Salaries account 101-265-702.004, , 2,117 to FICA/Medicare account 101-301-71500, \$1,450 to FICA/Medicare account 101-265-715.000, \$4,231 to Medical Insurance account 101-301-716.00, \$\$2,899 to Medical Insurance account 101-265-716.000, \$593 to Life Insurance account 101-301-717.000, \$407 to Life Insurance account 101-265-717.000, \$1,296.000 to MERS Contribution account 101-301-718.000, \$888 to MERS Contribution account 101-265-718.000, \$593 to Workers Compensation account 101-301-719.000, \$407 to Workers Compensation account 101-265-719.000, \$155 to Dental Insurance account 101-301-719.001, \$107 to Dental Insurance account 101-265-719.001, \$1,677 to Equipment account 101-301-749.005, \$1,149 to Equipment account \$101-265-749.005, \$5,341 to Janitorial Supplies account 101-301-931.001, \$3,659 to Janitorial Supplies account 101-265-931.001, \$1,780 to Custodial Services account 101-301-636-265, \$1,220 to Custodial Services account 101-265-636.265, \$148 to Equipment Maintenance account 101-301-932.000, \$102 to Equipment Maintenance account 101-265-932.000 (This item cannot be approved until one week after the publication of the proposed budget amendment notice. It takes 5 votes to approve a budget amendment.)
- 12. Resolution to authorize Mayor to enter into a one year agreement with Clean Net of Greater Michigan, Inc., for custodial services commencing January 1, 20202 in an amount not to exceed \$128,820.88.

Planning

- 13. Resolution Approving an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended an Industrial Development District located on 2501 Centerpoint Parkway, Pontiac, MI Parcel No. 64-19-03-200-021
- 14. Resolution approving Application of Challenge Manufacturing Company, LLC 2501 Centerpoint Parkway, Pontiac, MI for Industrial Facilities Exemption Certificate for a new facility parcel 19-03-200-021.
- 15. Resolution to approve the submission of the Community Development Block Grant (CDBG) Program Year (PY) 2020 application with the proposed allocations to the Oakland County Community and Home Improvement Division.

- 16. Resolution to approve Zoning Map Amendment request for 3111 Centerpoint Parkway, also known as Parcel Number 64-19-03-427-007, to amend site zoning from C-4 Suburban Commercial to M-1 Light Manufacturing.
- 17. Resolution to approve the vacating of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel Numbers 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.
- 18. Resolution to approve request to revise the Pontiac Fee Schedule, as part of the approved City of Pontiac 2019/2020 Budget to add a Fifty [\$50.00] Dollar fee for Historic District Commission Administrative review and Two Hundred Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.
- 19. Resolution to reappoint the following individuals to the City's Planning Commission: Lucy Payne for a term ending June 30, 2023 and Ashley Fagley for a term ending June 30, 2022.

Pontiac Youth and Empowerment Center (PYREC)

- 20. Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status. (This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.)
- 21. Resolution to direct the City Clerk to publish the notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment for the Pontiac Youth Recreation and Enrichment Center (PYREC) for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.
- 22. Resolution to approve scheduling of Special Meeting on December 12, 2019 at 12:00 p.m. for update on Medical Marihuana Court Hearing
- 23. Resolution to approve amendments to the 10th City Council Rules
- 24. MDOT Woodward Loop Discussion
- 25. Resolution to approve Ottawa Towers Contract Extension for Phoenix Center Maintenance

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1 MINUTES

Official Proceedings Pontiac City Council 125th Session of the Tenth Council

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, December 3, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, G. Williams and K. Williams.

Members Absent: Waterman. Mayor Waterman was present. Clerk announced a quorum.

19-591 **Excuse Councilwoman Patrice Waterman for personal reasons.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams, K. Williams and Carter

No: None

Motion Carried.

Motion for amendment to the agenda to add discussion regarding Ottawa Towers Contract Extension for Phoenix Center Maintenance Agreement. Moved by Councilperson Pietila, no second.

19-592 **Approval of the agenda as is.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Taylor-Burks, G. Williams, K. Williams, Carter, Miller and Pietila

No: None

Motion Carried.

19-593 **Approval of meeting minutes for November 26, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

19-594 Suspend the rules to allow citizens to speak during public comment that was not present when their name was called. Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: G. Williams, K. Williams, Carter, Miller and Taylor-Burks

No: Pietila

Motion Carried.

Nine (9) individuals addressed the body during public comment.

Discussion

Community Block Grant (CDBG) Program Year 2020 Proposed Project Allocation

\$265,000.00 Seniors: Repair Parking Lots \$250,000.00 Pontiac Public Housing Authority \$234,257.00 City Sidewalks \$50,000.00 Public Service (Senior Services)

\$799,257.00 Total

Council President Kermit Williams opened up a public hearing regarding the Community Development Block Grant (CDBG) Program Year 2020 Application at 7:00 p.m.

Five (5) individuals addressed the body during public hearing.

- 1. Everett Seay 509 Old Oak Ct, Pontiac, MI
 Former Councilman Seay expressed concerns about the Deputy Mayor's comments regarding
 citizen participation. "To convoluted to help people that is wrong". She does not know if the two
 people that are the Citizens participation representatives are active. He talked about big ticket
 items such as sidewalks, parking lots. Mr. Seay conclude with a proposal that the Council form
 an ad hoc committee to work on developing a citizen participation plan.
- 2. Eirther Seay-Bey 53 Franklin Blvd., Pontiac, MI Ms. Seay-Bey started by saying that she asked the School Board to get back to addressing skilled trades. She wants a copy of the HUD Report that shows the findings from HUD about the program. Ms. Seay-Bey stated that there were discriminatory practices by the County. She stated that she could not get help from the program. We need to monitor are own program. "What happen to our Citizens District Councils? What happen to the Citizens knowing what happens with our money?
- 3. Minister Kathalee James 1579 Marshbank Dr., Pontiac, MI
 Minister James stated that CDBG funds can be used for spray parks. She got a project from
 Royal Oak but they did not have the demographics. CDBG funds can be used to build a
 community center. She stated that she is not going to tear down this year program but we need to
 plan to build a community center next year.

^{*}Council President stated that the City needs to develop a process similar to Parks & Recreation Master Plan to increase citizen input*

- 4. Yvette Carson 491 Franklin Rd., Pontiac, MI
 Pontiac the County seat of Oakland County. We need a community center. The Ewalt Center has been sitting there. The Church tried to buy it. Open it up for the kids. Jefferson School is sitting. Who owns it? She talked about the Phoenix Center use 3 million to fix it up.
- 5. Pastor Katherine Dessureau 1200 Colony Lane, Pontiac, MI
 There was a proposal to buy the Ewalt Center from a church. Cash money offer but it was turned down. They were going to turn it into a community center and add an addition for a church. You had a chance to turn the Ewalt into a community center.

Council President Kermit Williams closed public hearing at 7:11 p.m.

Communication from the Mayor

Department of Public Works (DPW) Janitorial Contract Update

Phoenix Center Report Update

Council will bring back next week an Ordinance to Amend Chapter 18, Animals, to add article III. Dangerous Animals (First Reading)

Communication from the Mayor

Medical Marihuana Town Hall Update

Communication from the City Clerk

Medical Marihuana Application Process

19-595 **Suspend the rules.** Moved by Councilperson G. Williams and second by Councilperson Carter.

 $Ayes:\ K.\ Williams,\ Carter,\ Miller,\ Pietila,\ Tylor-Burks\ and\ G.\ Williams$

No: None

Motion Carried.

19-596 Resolution to extend the contract between the City of Pontiac and the Kristel Group until December 31, 2019. Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Whereas, in September 2019, the City of Pontiac publicly published a Request for Proposals (RFP) for Janitorial Services for buildings owned and operated by the city; and,

Whereas, the contract between the current provider the Kristel Group expired November 30, 2019; and,

December 3, 2019 Study

Whereas, the parties have agreed to extend the contract.

Now, Therefore Be It Resolved, that the Pontiac City Council hereby extend the contract between the City of Pontiac and the Kristel Group until December 31, 2019.

Ayes: Carter, Miller, Taylor-Burks, G. Williams and K. Williams

No: None

Resolution Passed.

Councilwoman Pietila was absent during the vote.

Council President Kermit Williams adjourned the meeting at 9:03 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

#2 SUB COMMITTEE REPORT

LAW/50TH DISTRICT SUB-COMMITTEE NOTES

December 3, 2019

In attendance:

Council members: Chairman Gloria Miller and Councilman George Williams

Mayor: Deirdre Waterman

Court Administrator: Lynette Ward Deputy Mayor Jane Bias-Disessa

Start time: 4:10 a.m.

Discussion

Michigan Indigent Fund/Update on Repairs at Courthouse

- Repairs are done at the court. However, security cameras are missing. Estimates were provided, but are too high, so the project will have to be bid out.
- A new version of cameras and monitors are needed. Only four or six will be paid for by MIDC and seventeen are needed for both inside and outside and holding cells.
- ADT has been the provider, but the estimate is too expensive.
- The MIDC resolution requested by Oakland County is now in compliance.
- There have been five power outages at the court within 60 days and thee court does not have a generator.

Update on Gate at Courthouse

• The gates are still an issue. The Court will check to see if anyone from DPW has been out to asses the issue.

Dangerous Animal Ordinance

- The City Attorney provided a draft of the Farmington Hills ordinance. There are still concerns and unanswered questions.
- The proposed ordinance is on Council's agenda, but it will be requested that the ordinance be rereferred back to the subcommittee for January's meeting.

Holiday Festivities

- There are no festivities planned at the Courthouse. The building across the street is where people can watch the parade.
- o'The tree lighting will be Friday, December 6, 2019 at 6:00 p.m. and it will take approximately an hour, then to First Presbyterian Church for caroling hosted by Dr. Byerly from the Arts Commission o'The parade is from 8:00 a.m. to 10:30 am.
- OMedical marihuana: there was a town hall and the Clerk provided the dates for the application period which are in conflict with the Mayor's dates. During the town hall, it was further explained by the Mayor that if the Clerk does not accept the applications, the Mayor's office will.
- It was suggested that it would not be advisable for the Mayor's office to accept applications.

Adjourned: 4:35 p.m.

#3 and #4 PUBLIC HEARINGS



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342 Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO:

HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM:

VERN GUSTAFSSON – PLANNING MANAGER

THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT:

CHALLENGE MANUFACTURNG COMPANY LLC.

RESOLUTION TO SET PUBLIC HEARINGS

FOR THE ESTABLISHMENT OF AN INDUSTRIAL DEVELOPMENT DISTRICT AND APPLICATION FOR INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE

DATE:

NOVEMBER 21, 2019

Challenge Manufacturing Company LLC is requesting that the City of Pontiac establish an Industrial Development District on parcel 64-19-03-200-021 as provided in PA 198 of 1974 commonly known as 2501 Centerpoint Parkway and approve its application for an Industrial Facilities Tax [IFT] Exemption Certificate.

In accordance with IFT regulations, before this application can be considered, an Industrial Development District must be established. Prior to the District being established, a Public Hearing is required. After the District has been established, then the City Council can consider the application. City Council will also have to conduct a Public Hearing to approving the application. As such, the following resolution is recommended.

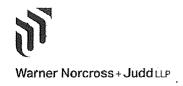
WHEREAS, Challenge Manufacturing Company LLC has submitted an Application for an Industrial Facilities Tax Exemption Certificate to expand the automotive supplier production and operation facility at 2501 Centerpoint Parkway; and

WHEREAS, Application has been sent to the Office of the City Clerk for certification, and

WHEREAS, before acting on said Application, the City must establish an Industrial Development District for parcel 64-19-03-200-021 as provided in PA 198 of 1974. The legal description for the parcel is attached; and

WHEREAS, the Plant Rehabilitation and Industrial Development Act [Industrial Facilities Tax Exemption certificate] 198 of 1974, as amended, MCL 207.554 requires that before adopting a resolution establishing an Industrial Development District, the governing legislative body conduct a Public Hearing.

NOW, THEREFORE, BE IT RESOLVED, that Pontiac City Council, direct the Interim City Clerk to schedule two Public Hearing on December 10, 2019 in accordance with the Plant Rehabilitation and Industrial Development Act [Industrial Facilities Tax Exemption certificate] 198 of 1974, as amended, MCL 207.554. The first Public Hearing will be to establish the Industrial Development District. Immediately following would be the Public Hearing on Industrial Facilities Tax [IFT] Exemption Certificate Application. The Interim City Clerk is instructed to notice the public, property owner and applicable taxing jurisdictions for both Public Hearings.



November 15, 2019

Via Federal Express

Garland Doyle City Clerk City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342

Re:

Request to Establish Industrial Development District for the property located at 2501 Centerpoint Parkway, Pontiac, Michigan

Dear Clerk:

I am writing on behalf of our client, Challenge Mfg. Company, LLC ("Challenge Mfg.") to request an Industrial Development District be established for the property legally described on **Exhibit A** ("Property") attached to this letter.

It is our understanding that an existing Industrial Development District may already be in place for the Property because IFT Certificate #2014-447 was approved by the City of Pontiac and is currently in place for this Property. However, to the extent that an Industrial Development District is not already in place or the records are unclear, we are submitting this request to establish an Industrial Development District to assure that an Industrial Development District is established for the entire Property.

We respectfully ask that our request to establish an Industrial Development District be placed on the agenda for the next available meeting, which we understand will be the first week of December. Please confirm the exact date and time of the public hearing to establish the district, so that a representative of Challenge Mfg. will be available to answer questions.

If you have any questions or if you require additional information, please let me know. Thank you very much for your time and consideration.

Very truly yours,

Melissa N. Collar

mln/kks

cc: Mike Rodgers

19253609-1

Melissa N. Collar | Partner D 616.752.2209 E mcollar@wnj.com 1500 Warner Building, 150 Ottawa Avenue, N.W. Grand Rapids, MI 49503

EXHIBIT A

Property

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BENG ALL THAT PART OF LOTS 8—11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2. N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04—05—07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00736"21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89"23"39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00"24"47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.0, 1 FEET TO A POINT OF DEFLECTION; THENCE S. 00"24"47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENOMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89"35"13" W. 35.00 FEET, AND (2) N. 00"24"47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56"12"23", LONG CHORD BEARS S. 61"29"01" W., 202.56 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID CENTERPOINT PARKWAY (MDTH VARIES); THENCE CONTINUING ALONG THE NORTH LINE OF CENTERPOINT PARKWAY (MDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY (MDTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY

A legal description for the Property as provided by Vern Gustafsson is also attached on the pages that follow.





(64) 19-03-200-021

CVI: City of Pontiac	
Status: Active	
Add Date: 6/23/2014 2:26:52 PM	Delete Date:
14.15年至15.47年前建設的企業的發展的	Last Activity: 3/2/2016 11:31:43 AM

	Description
	T2N, R10E, SEC 3
2	ASSESSORS PLAT NO 110
3	PART OF
4	PART OF LOTS 8 THRU 11 INCL &
5	PART OF BELT LINE RR
	ALL DESCAS
7	ALL DESC AS BEG AT PT DIST
8	S 00-36-21 W 1215.50 FT &
9 .	N 89-23-39 W 60 FT &
10	S 00-36-21 W 2060:01 FT &
11	S 00-24-47 E 901.82 FT &
12	S 89-35-13 W 35 FT &
13	N 00-24-47 W 20 FT &
	S 61-29-01 W 202.56 FT &
16	N 89-00-24 W 706-20 FT
17	FROM NE SEC COR,
18.	TH N 89-00-24 W 716.42 FT,
19	TH N 45-10-30 W 432,89 FT.
20 ·	TH ALG CURVE TO RIGHT,
21	RAD 400 FT, CHORD BEARS
22:	N 07-58-11 W 483:74 FT, DIST OF 519.48 FT,
23	DIST OF 519.48 FT,
24	TH N 29-14-08 E 299,59 FT;
	TH ALG CURVE TO LEFT,
	RAD 750 FT, CHORD BEARS
27	N 15-19-08 E 360,76 FT, DIST OF 364.33 FT,
28	DIST OF 364.33 FT,
	TH N 01-24-09 E 423.92 FT,
30	TH S 89-00-24 E 870 FT, TH S 00-59-36 W 1815 FT
31	TH S 00-59-36 W 1815 FT
32	TO BEG
33' '	4-15-14 FR 019

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evi PIN	rent Status D	late CVT	CI PIN	illo Status	SDIII. Date Date
64 19-03-200-019	Inactive 06/	23/14 64	19-03-200-021	Active	06/23/14 04/16/14





(64) 19-03-200-021

Erimary Najiling Address	Site Address Indicator	Addressee(s)	Address
2			3200 Fruit Ridge Ave NW Walker MI 49544-9707
	ŵ	文Challenge Pontiac	2501 Centerpoint Pkwy Pontiac MI 48341

			and the second second second
1	seed trade		
134		es Harcel Lype	Septembra 1
64	IN-14-100-447	Special Act	Active
64	99-00-015-086	Business Account	Active

Address Info Legend
Primary Mailing
Primary Site
Extra Site
Primary
Secondary
Care Of
Each Care Of
Each Care Of
Secondary Individual
Brown = Organization
Green = Trust



Challenge

October 23, 2019

City Clerk, Garland Doyle City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

Subject: Michigan Public Act 198 of 1974, as amended ("Act"); Application for Industrial Facilities Tax Exemption Certificate

Attn: City Clerk, Garland Doyle

Challenge Mfg. Company, LLC is hereby respectfully requesting two things, as follows:

First, the acceptance of the attached Application for Exemption of New Real Property under Michigan Public Act 198 of 1974. The purpose of the request relates to the estimated \$13,635,232 real property investment the Company is making in the 57,000 square foot expansion of its manufacturing facility located within the City. The site of the facility will be at 2501 Centerpoint Parkway. The Company is requesting that the acceptance of this application to help reduce some of the capital costs of the project and believes the savings will help the initial success and sustainability of the project, a situation that benefits all parties. As such, we appreciate your consideration of the Challenge Mfg. Company, LLC Public Act 198 application.

Second, the Company is also requesting that the City confirm the established Industrial Development District ("District") in a signed Resolution. The Act requires that the City provide to the State, as part of the approved Certificate Application package, a certified copy of the Resolution establishing the District. The Company's records show that the District was initially established on November 5, 1984, but neither the Company nor the City is able to locate a copy of the signed City Resolution. Therefore, we request that a new Resolution be signed by the City to confirm the existing District and the date it was initially established, so that the Company's enclosed Application complies with the requirements of the Act.

Please inform me and our legal counsel of the date and time of the public hearing to consider this Application, so that a representative of the Company will be available to answer questions. Our legal counsel contact information is as follows:

Melissa N. Collar Warner Norcross + Judd 1500 Warner Building 150 Ottawa Avenue NW Grand Rapids, MI 49503 mcollar@wnl.com (616) 752-2209

Very truly yours, CHALLENGE MFG. COMPANY, LLC

Mislaul F. Rodgers Michael F. Rodgers

CFO

Application for Industrial Facilities Tax Exemption Certificate Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk	of Local Government Unit	Silisi
Signature of Clerk	Date Received by Local Unit	
	se Only	
Application Number	Date Received by STC	
APPLICANT INFORMATION All boxes must be completed.		
1 1a. Company Name (Applicant must be the occupant/operator of the facility)) 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 8 Digit Cod	e)
Challenge Mfg. Company, LLC	3460	į
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▶ 1d. City/Township/Village (indicate which)	
2501 Centerpoint Parkway, Pontiac, Michigan, 48341	City of Pontiac Oakland	
▶ 2. Type of Approval Requested	3a, School District where facility is located 3b. School Code	
New (Sec. 2(5))	Pontiac 63030	- 1
Speculative Building (Sec. 3(8)) Rehabilitation (Sec. 3(6))	4. Amount of years requested for exemption (1-12 Years)	
Research and Development (Sec. 2(10)) Increase/Amendment	12	
5. Per section 5, the application shall contain or be accompanied by a general descriptionalure and extent of the restoration, replacement, or construction to be undertaken, a dimore room is needed.	, _	neral (s) if
See Exhibit B attached.		
,	·	
6a. Cost of land and building improvements (excluding cost of land)	▶ 13,635,232	
* Attach list of Improvements and associated costs.	Real Property Costs	
* Also attach a copy of building permit if project has already begun.		
6b. Cost of machinery, equipment, furniture and fixtures		i
, , ,	12 G2E 222	
6c. Total Project Costs* * Round Costs to Nearest Dollar	Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installat	on. Projects must be completed within a two year period of the effective date of the	,
certificate unless otherwise approved by the STC.		
-	end Date (M/D/Y)	
Real Property Improvements 11/05/2019 08/	30/2020 ▶ 🔀 Owned 🔲 Leased	
Personal Property Improvements	▶ X Owned Leased	
Totolidi / Topolly improvements /	7 M omica	
▶ 8, Are State Education Taxes reduced or abated by the Michigan Economic Develop Commitment to receive this exemption. Yes No	ment Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of	
• 9. No. of existing jobs at this facility that will be retained as a result of this project,	10, No, of new jobs at this facility expected to create within 2 years of completion	n.
N/A - No impact to existing jobs	35	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attac obsolescence statement for property. The Taxable Value (TV) data below must be as o	n the assessor's statement of SEV for the entire plant rehabilitation district and December 31 of the year prior to the rehabilitation.	
a. TV of Real Property (excluding land)		1
b, TV of Personal Property (excluding inventory)		
c. Total TV		
12a. Check the type of District the facility is located in:	llation District	
▶ 12b, Date district was established by local government unit (contact local unit)		_
12b, Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? Yes No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and bellef, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

Certificate by the State Tax Commiss	ion.		
13a. Preparer Name	13b, Telephone Number	13c, Fax Number	13d. E-mail Address
Michael F. Rodgers	(616) 735-6559		
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Michael F. Rodgers	(616) 735-6559		
15a. Name of Company Officer (No Aul	ihorized Agents)		
Michael F. Rodgers			
15b. Signature of Company Officer (No Au	thorized Agents)	15c. Fax Number	15d. Date
Midul F. Rodgers			10/23/2019
15e. Malling Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g, E-mail Address
3200 Fruit Ridge Avenue, N	W Walker, MI 49544	(616) 735-6500	
LOCAL GOVERNMENT ACTI	ON & CERTIFICATION - C	omplete all boxes.	
This section must be completed by the	e clerk of the local governing unit b	•	State Tax Commission. Check items on file
at the Local Unit and those included w	ith the submittal.		
16. Action taken by local government ur	nit	16b. The State Tax Commission Re administratively complete application	equires the following documents be filed for an in:

16. Action taken by local government unit	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:
Abalement Approved for Yrs Real (1-12), Yrs Pers (1-12)	Check or Indicate N/A If Not Applicable
After Completion Yes No Denied (Include Resolution Denying) 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable 1. Notice to the public prior to hearing establishing a district. 2. Notice to taxing authorities of opportunity for a hearing.	1. Original Application plus attachments, and one complete copy 2. Resolution establishing district 3. Resolution approving/denying application. 4. Letter of Agreement (Signed by local unit and applicant) 5. Affidavit of Fees (Signed by local unit and applicant) 6. Building Permit for real improvements if project has already begun 7. Equipment List with dates of beginning of installation
3. List of taxing authorities of opportunity for a hearing. 4. Lease Agreement showing applicants tax liability. 16c. School Code	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
17. Name of Local Government Body	> 18. Date of Resolution Approving/Denying this Application
Attached hereto is an original application and all documents listed in unit for inspection at any time, and that any leases show sufficient ta	16b. I also certify that all documents listed in 16a are on file at the local x llability.
19a. Signature of Clerk 19b. Name of Clerk	19c, E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)	J

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

19f. Fax Number

Local Unit: Mail one original of the completed application and all required attachments to:

Michigan Department of Treasury State Tax Commission PO Box 30471 Lansing, MI 48909

19e, Telephone Number

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

		STC USE ONLY		
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	Find Date Real	▶ End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, MUST be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

- 1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
- 2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
- 3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
- Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. (The local unit must verify that the school district listed on all IFT applications is correct.)]

- A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
- 2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
- Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
- 4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit—see sample).
- 5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
- 6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - Fiscal Statement for Tax Abatement Request.)

The following information is required for rehabilitation applications in addition to the above requirements:

- A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/ year, and costs or expected costs.
- 2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

- 1. A certified copy of the resolution to establish a speculative building.
- A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8–11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREMOUSLY SURVEYED BY NOWAK & FRAUS 04–05–07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFILECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MOSTER DEED THEREOF RECORDED IN LIBER 15696, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENOMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS, THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; (1) S. 89°35'13" W. 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 57'36'46", LONG CHORD BEARS S. 62'11'13" W., 216.83 FEET), AND (5) N. 89°00'24" W., 706.20 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY; (1) N. 45'10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 57'26'46", LONG CHORD BEARS N. 07'58'11" W., 716.42 FEET TO A POINT ON THE RIGHT (RADIUS 400.00 FEET, CENTR

Exhibit B

Detailed Description

Challenge Mfg. Company, LLC ("Challenge", or the "Company") is a manufacturer of welded assemblies and engineered metal formed products for the automotive industry. Challenge was founded in 1981 and currently operates five Michigan-based production facilities, including three in Walker, MI (where the company is headquartered), and one in Holland, MI. The company currently has approximately 2,065 Michigan-based employees, and is a valued tier-1 supplier to several automotive Original Equipment Manufacturers.

The Pontiac, MI facility, which launched in 2016, was the first Challenge facility in Southeast Michigan. The existing facility is 360,000 sq. ft manufacturing facility houses robotic assembly of several component parts to be sold to an OEM production facility in the metro-Detroit area. Due to recent new business awards, Challenge is seeking to expand its operations on the 40-acre site on the southwest corner of a 160-acre vacant property that previously housed General Motors' Pontiac assembly plant site.

As part of the Project referenced in this PA 198 application, Challenge plans to invest an estimated \$13,635,232 to expand its local capabilities to include metal stamping. The press room and supporting infrastructure is estimated to require a 57,000 addition to the current building.

Challenge anticipates creating 35 new jobs from the investment in the Pontiac site, all of which will be above the local living wage and include a mix of both higher-paying skilled positions and unskilled jobs with a lower barrier to entry.

Exhibit C

Real Property Schedule

Construction Description	Beginning Date of Installation	Expected Completion of Installation	Expected Cost
Earthwork & Utilities	11/5/2019	4/6/2020	2,229,565
Concrete	12/3/2019	5/29/2020	4,072,493
Structural Steel	3/3/2020	4/13/2020	3,326,205
Masonry	5/4/2020	7/10/2020	99,079
Woods, Plastics, Composites	4/14/2020	5/25/2020	37,291
Thermal & Moisture	11/5/2019	5/22/2020	1,263,475
Openings	12/31/2019	7/10/2020	164,490
Finishings	6/1/2020	7/10/2020	321,405
Specialties	11/5/2019	5/25/2020	7,833
Fire Supression	4/28/2020	5/20/2020	201,670
Plumbing	4/28/2020	6/2/2020	578,891
Heating, Ventilating, and Air Conditioning	4/28/2020	6/2/2020	466,875
Electrical	4/28/2020	6/2/2020	865,960

Total \$ 13,635,232

OAKLAND COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY that there are no TAX LIENS of TITLES
held by the state of any individual spainst the within description
and ell taxes, on same are paid for live years praylous to the
date, of this instrument as appears by the records in the office
except as stated.

MAY 2 9 2014

mb 1.00

ANDREW E. MEISNER, County Treasurer Sec. 135, Act 206, 1893 as amended 105037
LIBER 47091 PAGE 571
\$16.00 DEED - COREINED
\$44.00 REMONUMENTATION
06/04/2014 07:56:15 A.M. RECEIPT 52130
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

004665

COVENANT DEED 3

THIS INDENTURE is made on May 20, 2014 between MMP GROUP-ASSEMBLY, LLC, a Michigan limited liability company, with an address at 1999 Centerpoint Parkway, Suite 300, Pontiac, Michigan 48341 ("Grantor"), and CHALLENGE PONTIAC, LLC, a Delaware limited liability company, with an address at 3079 Three Mile Road NW, Walker, Michigan 49534 ("Grantee").

WITNESSETH, That Grantor, for and in consideration of the sum of ten dollars and 00/100 (\$10.00) and other good and valuable consideration (see Real Estate Transfer Tax Valuation Affidavit filed herewith) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, conveyed, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, convey, bargain, sell, remise, release, alien and confirm unto Grantee, and to its heirs and assigns, forever, all of that certain piece or parcel of land situated, lying and being in the City of Pontiac, Oakland County, Michigan more particularly described on Exhibit A attached hereto (the "Property") subject to matters of zoning, easements, restrictions and rights-of-way of record and the lien for taxes and assessments not yet due and payable; together with all and singular the hereditaments and appurtenances thereunto belonging or in any way appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto Grantee, its heirs and assigns, forever, And Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, its heirs and assigns, that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part hereof, is, are or shall, or may be charged or encumbered with estate or otherwise howsoever, except as hereinabove recited.

SIGNATURE AND NOTARIZATION ON THE FOLLOWING PAGE.

JUN 02 2014

Register of Deeds

Register of Deeds

REVENUE TO BE AFFIXED AFTER RECORDING

OK . LG

Ts

SIGNATURE PAGE TO COVENANT DEED

Executed on May 20, 2014.		MMP GROUP-ASSEMBLY, LLC, a Michigan limited liability company		
		By: Thomas Dy: Its: Authorized		
STATE OF MICHIGAN COUNTY OF (MAILINE)) ss _)	•		
	Group-Asse imited liabil	embly, LLC., a Michiga	County M	
County Treasurer's Certificate)		City Treasurer's Certificate	
When recorded return to: John V. Byl, Esq. Warner Norcross & Judd LLP 111 Fifth Third Center Suite 900 Grand Rapids, MI 49503-2487		Send subsequent tax bills to: Grantee	Drafted by: Thomas R. August, Esq. Jackier Gould, P.C. 121 W. Long Lake Rd., Suite 200 Bloomfield Hills, MI 48304 (248) 642-0500	
Recording Fee;	\$			
Tax Parcel Nos.:				
State Transfer Tax:	See Real E	state Transfer Tax Value	ntion Affidavit	
County Transfer Tax: When Recorded Return		state Transfer Tax Valua	ntion Affidavit	
Title Source, Inc Commercial Team 662 Woodward Avenu Detroit, MI 48226 : TSI#: <u>ეგესგვეს</u> ბ	le			

EXHIBIT A LEGAL DESCRIPTION

Land Situated in the City of Pontiac in the County of Oakland in the State of MI

DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL:

Being all that part of Lots 8-11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel; Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed by Nowak & Fraus 04-05-07), Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan: Thence South 00 degrees 36 minutes 21 seconds West along the East line of said Section 3, 1215,50 feet; thence North 89 degrees 23 minutes 39 seconds West 60,00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide); thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.01 feet to a point of Deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901,82 feet to the Northeast corner of Unit 5 of Centerpoint Business Campus Condominium, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eighth Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, and 40 of said Centerpoint Business Campus Condominium: (1) South 89 degrees 35 minutes 13 seconds West 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 seconds West, 202,56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225,00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 706.20 feet to the point of beginning; thence continuing along the North line of Unit 40 and 24 of said Centerpoint Business Campus Condominium, North 89 degrees 00 minutes 24 seconds West, 716,42 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following five (5) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degrees 24 minutes 09 seconds East, 423.92 feet; thence leaving the Easterly line of Centerpoint Parkway, South 89 degrees 00 minutes 24 seconds East, 870.00 feet; thence South 00 degrees 59 minutes 36 seconds West, 1815.00 feet back to the point of beginning.

Together with an easement for ingress, egress and utilities as set forth in an Easement Agreement between MMP Group-Assembly, LLC and Challenge Pontiac, LLC, dated May 21, 2014 and recorded on May 27, 2014 in Liber 47019 Page 25, Oakland County Records.

PIN: 19-03-200-021

Developer City of Pontiac, WALBRIDGE 777 WOODWARD AVENUE SUITE 300 DETROIT, MICHIGAN 48226 Oakland County, Michigan CONTACT: MR. JOHN LINENBERG PRELIMINARY SITE PLAN DOCUMENTS PHONE: (313) 963-8000 EMAIL: JLINENBERG@WALBRIDGE.COM Prepared For Civil Engineer NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVENUE PONTIAC, MICHIGAN 48342 **WALBRIDGE** CONTACT: MR. JASON R. LONGHURST, P.E. PHONE: (246) 332-7931 EMAIL: JLONGHURST@NFE-ENGR.COM PART OF THE SOUTHEAST 1/4 OF SECTION 3, CITY OF PONTIAC, Landscape Architect OAKLAND COUNTY, MICHIGAN NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVENUE PONTIAC, MICHIGAN 48342 CONTACT: MR. GEORGE A. OSTROWSKI, RLA. LEED AP PHONE: (248) 332-7931 EMAIL: GOTSTROWSKI@NFE-ENGR.COM REVISIONS: 2019-10-30 ISSUED FOR OWNER REVIEW SHEET INDEX Cover Sheet Topographic Survey Overall Site Plan Site Plan

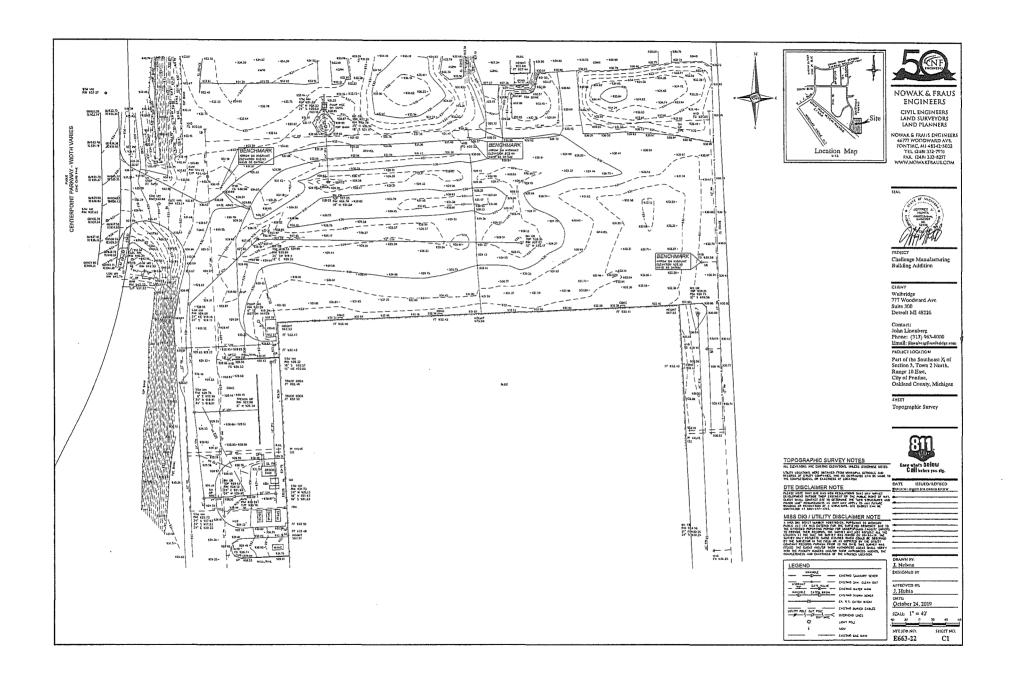
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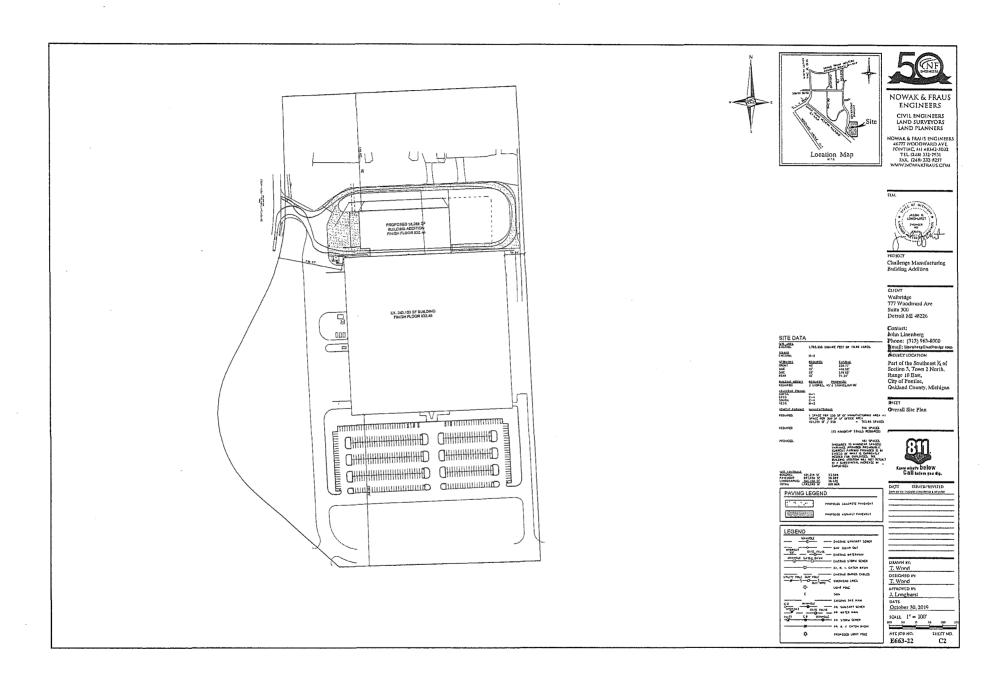
CHALLENGE MANUFACTURING BUILDING ADDITION

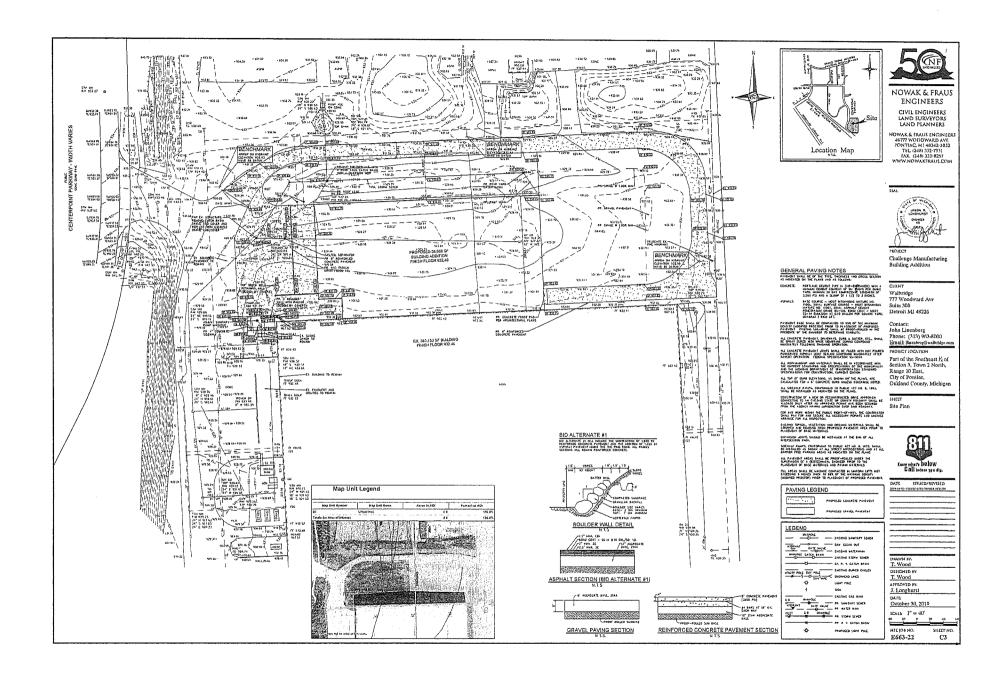




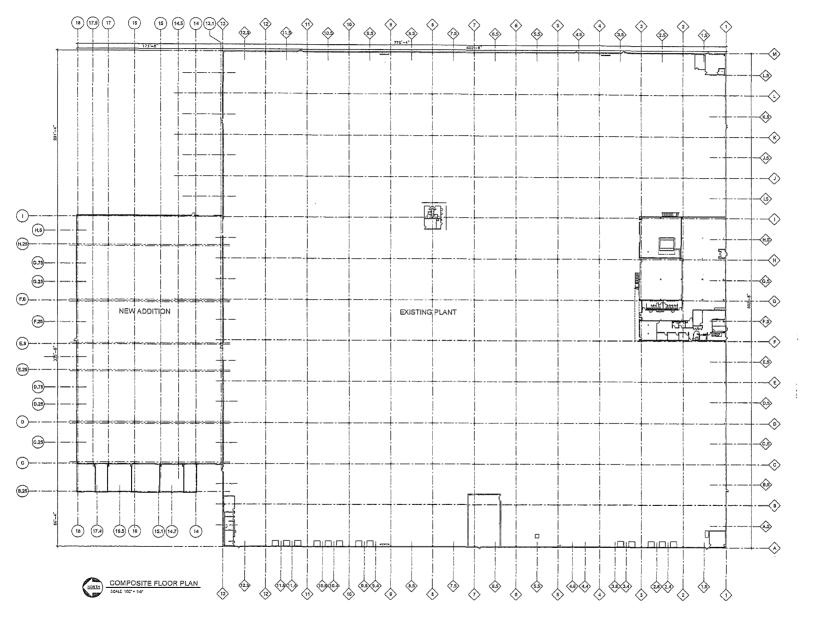
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
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4677 WOODWAED AVE
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CHALLENGE MANUFACTURING COMPANY



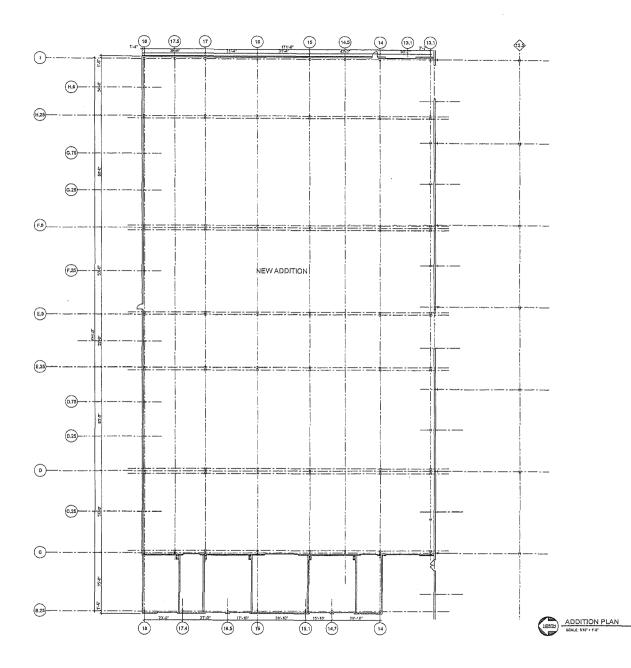
CRAND RAPIDE MICHIGAN
PROPRIETOR:
PLANT B BUILDING
ADDITION
PONTIAC, MICHIGAN

Daile. (SQUED FOT: 11-04-19 SITE PLAN APPROVAL

Drawn: Designed
Checked: Approved
CAD Drawing File
Capyright @ 2319
KNA Archance, Polarier
Project Number: 219039.00

Shell Title: COMPOSITE FLOOR PLAN

A-100





CHALLENGE MANUFACTURING COMPANY



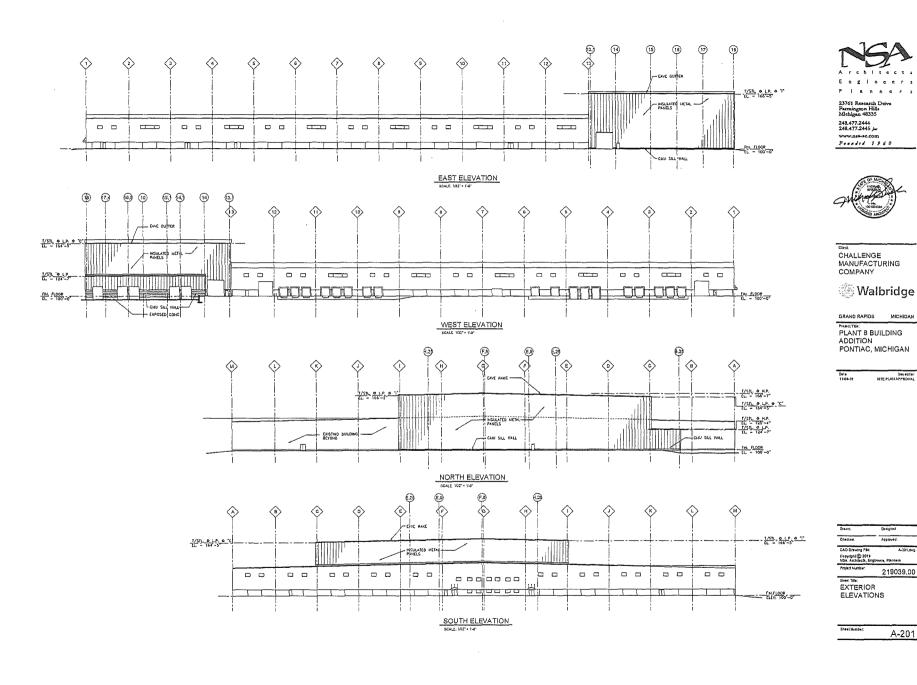
PRINTERS MICHIGAN
PROPERTIES
PLANT 8 BUILDING
ADDITION
PONTIAC, MICHIGAN

Dale: Issued for.
11-04-19 SITE PLANAPPROVAL

Drawn.	Designed
Cpecked	Approvés.
CAD Drawing File:	
Copylight (2019 NBA Ascharcts, En	pinears, Planners
Project Number:	219039.00

ENLARGED ADDITION

A-101



ISHURATOR SITE PLAN APPROVAL

219039.00

A-201

#6 PRESENTATION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Honorable Mayor Deirdre Waterman and City Cou

FROM:

Jane Bais-DiSessa, Deputy Mayor

DATE:

April 16, 2019

RE:

TO:

Status Update: Demo & Blight Elimination Program

Background:

On May 2015, the former City Administrator reported that 915 properties were listed on the City's Dangerous Building list. Since 2014, Mayor Waterman pledged to dedicate all efforts to eliminate the blighted properties listed. Efforts to address blight included: the demolition of blighted vacant residential properties, residential rehabilitation, and removal of dangerous buildings by Board of Review. The purpose of this report is to reflect the City's blight elimination efforts as of December 5, 2019.

Blight Elimination Efforts:

Based on the latest data reports regarding demolition (i.e. dangerous building list, CDBG files, and final Hardest Hit report), I am pleased to report that of the 915 properties identified above, a total of 958 properties (104.7%) have been removed from the Dangerous Building List between the time frame of: January 1, 2013 and December 5, 2019. A summary breakdown is shown below:

- 757 Properties (Residential & Commercial) have been demolished
- 104 Properties have been Rehabilitated
- 97 Properties have been dismissed by the Board of Review

Please note that an additional 3 properties are scheduled for demolition before the end- of-year 2019 and 2 additional applications have been submitted for consideration under the City's Home Rehab program.

Lastly, 17 properties have been identified for demolition (Batch 16) for completion during summer 2020.

JBD

#7 PRESENTATION

October 7, 2019

Honorable Deirdre Waterman Mayor City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342



RE: Public-Private Partnership

Dear Mayor Waterman,

It is with utmost respect that TIR Equities and its team of investors, reiterate our expressed interest in forming a Public-Private Partnership with the City of Pontiac to redevelop and revive Downtown Pontiac, District 1.

We believe that a public-private partnership between the City of Pontiac, TIR Equities and its investors to develop, design and implement a redevelopment plan for District 1 is the first step in the revitalization of Pontiac as the center of Oakland County and furthermore the center of Southeastern Michigan.

Over the better part of the past months since our last meeting, we have dedicated significant time and resources we believe to shaping plans to build the necessary public and private relationships required to bring these plans to fruition. This public-private partnership will successfully bridge the gap between vision and reality.

Our Public-Private Partnership proposal provides the City with significant, actionable plans including:

- Master Plan for District 1 and surrounding parcels
- · Widetrack Loop reconfiguration
- Woodward Ave + Saginaw Street Connection
- Greenbelts and walkable urban spaces with an urban center similar to Central Park, NY
- · Connectivity to cultural/art centers and higher educational institutions
- · Relocation of Amphitheater
- Transportation and parking options
- Open marketplace with low barrier of entry (farmer's market)
- · Development plan for new commercial, residential, and retail space

As a result, the City of Pontiac will realize:

- An increased tax basis
- An influx of businesses, jobs, and residents
- Reinvestments into the city such as job training and hiring of Pontiac residents and contractors
- · An increased investment in schools and educational system
- Increased new development activity
- A renewed sense of pride and ownership for Pontiac residents

Moreover, the Public-Private Partnership not only provides a clear path for the city's redeveloped future but addresses past and current financial burdens that are hindering the city's progress and viability.

The Phoenix Center and the Settlement Agreement presents an ever-growing liability to the City that studies estimate may cost the City nearly \$50,000,000 over the next 10 years, with no apparent means of offsetting the liability or realizing an economic benefit from these expenditures.

TIR Equities and its investors are prepared to purchase the Phoenix Center Settlement Agreement and direct investments toward the city's future rather than its past. We feel it is in the City's best interests to transform this liability into an income-generating asset by creating a mutually beneficial Public-Private Partnership. Our proposal provides a Master Plan developed by a world renowned architect, a State-approved TBP, financial and physical models to present with a cohesive roadmap to a revitalized downtown Pontiac.



Our proposal has three objectives:

- Convert the Settlement Agreement from a liability to an investment in the City of Pontiac's future
- Remove the negative budgetary impacts the Settlement Agreement and the Phoenix deck has on the City's budget
- Create an environment whereby the redevelopment of downtown Pontiac can occur

Our proposal is as follows:

TIR Equities and its investors will agree to sell the Settlement Agreement to the City of Pontiac with the simultaneous acquisitions of the Ottawa Towers, Settlement Agreement and three (3) schools currently owned by Mr. Chuck Stevens.

In exchange the City of Pontiac agrees:

- To pay a total sum of \$19,385,000 representing a cost savings of nearly \$30,000,000 in City-estimated current and future maintenance and settlement agreement costs
- Transfer the fee simple interest in the Phoenix Center property to a newly formed entity created for the
 expressed purpose of a public-private partnership designated by TIR Equities.
- Transfer all City owned parcels that are contiguous to the Phoenix Center and Ottawa Towers
- Provide City support for the Transformational Brownfield Project ("TBP") application to the MEDC for an area to be jointly determined by the City of Pontiac and TIR Equities.

As a result of the successful consummation of this transaction, the City of Pontiac will:

- Save \$1,900,000 annually in maintenance of the Phoenix Center parking deck
- Save \$2,800,000 in Settlement Agreement payments
- Save \$16,585,039 in maintenance costs as stipulated by the Settlement Agreement
- Acquire a 5,000,000 +/- square foot Master Plan including retail, commercial, hotel and residential spaces
- Receive an agreed upon ownership percentage of the newly formed entity
- Receive pro-rata partnership distribution upon each distributing event

What TIR Equities and its investors request from the City of Pontiac to move forward:

- A LOA/MOU from the City of Pontiac to exclusively form the proposed Public-Private Partnership with TIR Equities
- A commitment from the City of Pontiac to the proposed purchase of the Settlement Agreement for \$19.385 million
- A timeline from the City of Pontiac with instructions detailing:
 - o Whether the City will be able to commit to said Public-Private Partnership
 - A proposed target date for execution of the purchase agreement for the Settlement Agreement
 - o A proposed target date for closing on the purchase of the Seitlement Agreement

217 PIERCE, SUITE 209, BIRMINGHAM, MI 48009

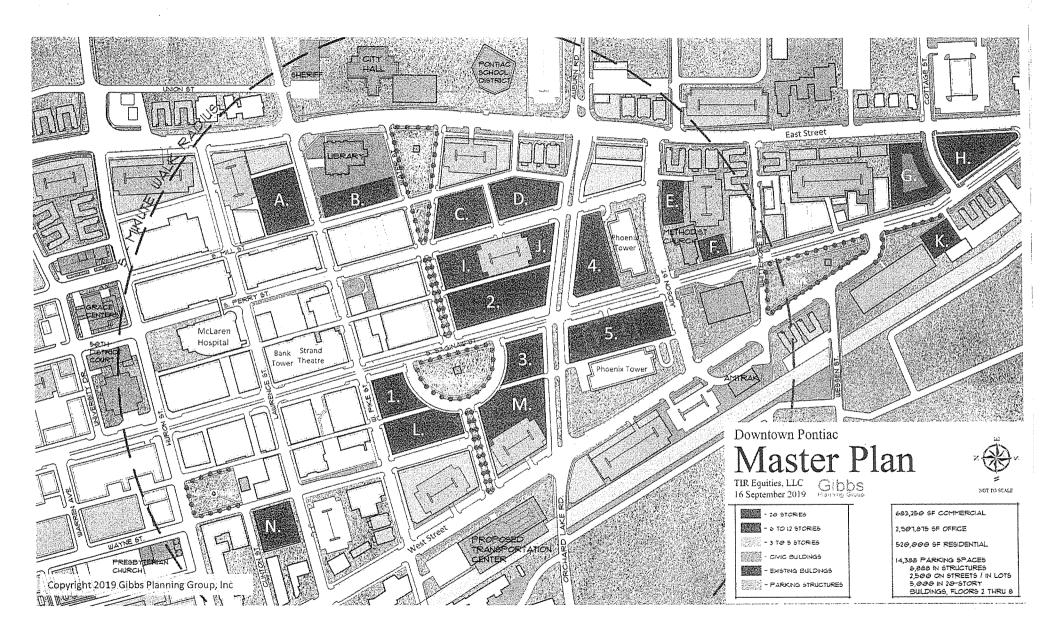
We've enclosed a cost analysis of the settlement agreement, a preliminary version of the Master Plan and supporting financial documents for review and further discussions. We're ready to move forward with all aspects of the proposal and excited about the possibilities this Public-Private Partnership presents for the City of Pontiac and its residents.

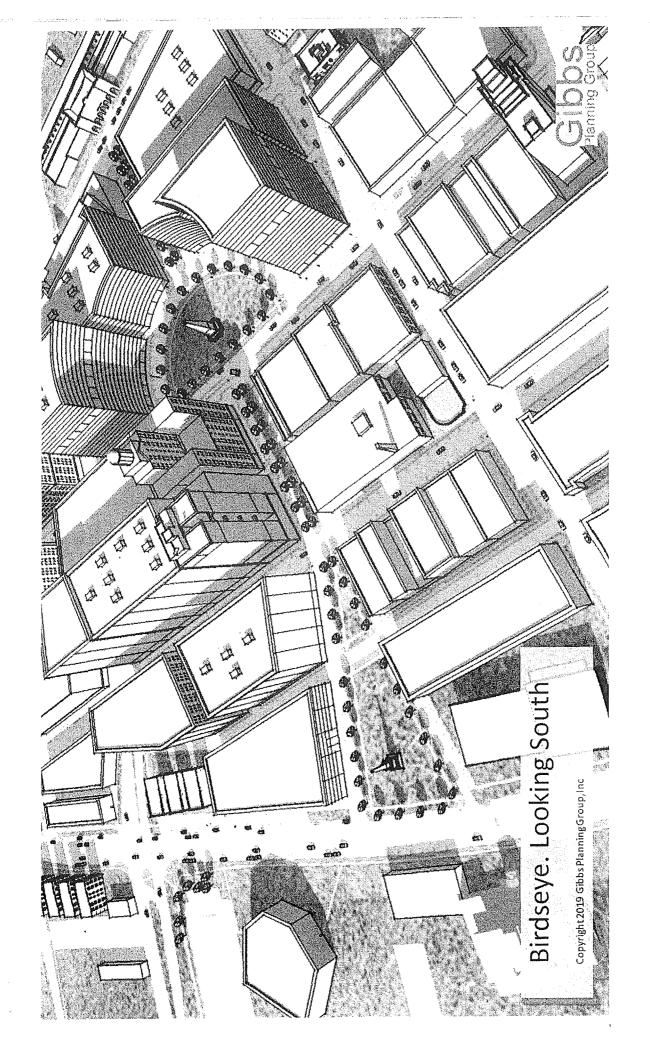
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Kind Regards,

Ara J. Darakjian

EQUITIES





#8 ORDINANCE

CITY OF PONTIAC ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 74 ARTICLE III PRESERVATION OF HISTORIC BUILDINGS ORDINANCE TO INCLUDE LANGUAGE AND HISTORIC DISTRICT COMMISION POWERS THAT ARE IN ACCORDANCE TO THE MICHIGAN ZONING ENABLING ACT 110 OF 2006 AND TO REPEAL SECTIONS 74-51 THROUGH 74-62.

THE CITY OF PONTIAC ORDAINS:

Article III. Preservation of Historic Buildings

74-63 PURPOSE AND INTENT

Historic preservation is hereby declared to be a public purpose and the Historic District Commission of the City of Pontiac may hereby regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the City limits. The purpose of this Ordinance is to:

- 1. Safeguard the heritage of the City of Pontiac by preserving districts which reflect elements of its history, architecture, archaeology, engineering, or culture.
- 2. Stabilize and improve property values in each district and surrounding areas.
- 3. Foster civic beauty.
- 4. Strengthen the local economy.
- 5. Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the City of Pontiac and of the State of Michigan.

The City of Pontiac may by Ordinance establish one or more historic districts. The historic district(s) shall be administered by the Historic District Commission and pursuant to this Ordinance.

74-64 DEFINITIONS

- 1. "Alteration" means work that changes the detail of a resource but does not change its basic size or shape.
- 2. "Certificate of Appropriateness" means the written approval of a permit application for work that is appropriate and does not adversely affect aresource.
- 3. "Commission" means the Historic District Commission of the City of Pontiac.
- 4. "Demolition" means the razing or destruction, whether entirely or in part, of a resource and includes, but is not limited to, demolition by neglect.

- 5. "Demolition by Neglect" means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- 6. "Denial" means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
- 7. **"Fire Alarm System"** means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.
- 8. "Historic District" means an area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.
- 9. "Historic Preservation" means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archaeology, engineering, or culture.
- 10. "Historic Resource" means a publicly or privately owned building, structure, site, object, feature or open space that is significant in the history, architecture, archaeology, engineering, or culture of the city of Pontiac, state of Michigan, or the United States.
- 11. "Notice to Proceed" means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 399.205(6) of Public Act 169 of 1970, as amended.
- 11. "Open Space" means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area that provides a connective link or buffer between other resources.
- 12. "Ordinary Maintenance" means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for the purposes of this Ordinance.
- 13. **"Proposed Historic District"** means an area, or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by a committee or a standing committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.
- 14. "Repair" means to restore a decayed or damaged resource to good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for the purposes of this Ordinance.
- 15. "Resource" means one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features, or open spaces located within a historic district.

- 16. "Smoke Alarm" means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly-incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means 2 or more single-station alarms that are capable of interconnection such that actuation of 1 alarm causes all integrated separate audible alarms to operate.
- 17. "Work" means construction, addition, alteration, repair, moving, excavation, or demolition.

74-65 THE HISTORIC DISTRICT COMMISSION

- a) City Council may establish by ordinance a commission to be called a Historic District Commission. The Commission may be established at any time, but not later than the time the first historic district is established. Each member of the Commission shall reside within the city limits. The Commission shall consist of seven (7) members. Members shall be appointed by the Mayor. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Members shall be appointed for a term of three (3) years, except the initial appointments of three (3) members for a term of two (2) years and two (2) members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the Commission, interim appointments shall be made by the City Council within sixty (60) calendar days to complete the unexpired term of such position. Two (2) members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan. The commission shall have no less than three members who are property owners within the historic districts. Any member who has three tinexcused absences during the course of one year will be considered to have resigned from the Commission and the Mayor may make an interim appointment to complete the unexpired term of such position. A member may be removed from the Commission by the Mayor for misfeasance, malfeasance, or nonfeasance in the office after having the opportunity to be heard before the City Council, and upon an affirmative vote of majority of the seated Council.
- b) The Mayor may prescribe powers and duties of the Commission, in addition to those prescribed in this Ordinance, that foster historic preservation activities, projects, and programs in the local unit.
- c) Coordination between the county historic commission and the city historic commission shall be maintained. The overall historical preservation plan of the city shall be submitted to the county historic commission for review, and county plans submitted to the city's historic district commission. Day-to-day activities of legal commissions concerning alteration and restoration decisions need not be submitted to the county but only those plans which have other than strictly local significance.
- d) To the extent any Historic District Commission(s) were created under prior legislation authorizing such creation, they shall remain in full force and effect and be governed and have the authorities established herein.

74-66 ACCEPTANCE OF GIFTS OR GRANTS

The City Council may accept state or federal grants for historic preservation purposes; may participate in state and federal programs that benefit historic preservation, and may accept public or private gifts for historic preservation purposes. The City Council may appoint the Historic District Commission to accept and administer grants, gifts, and program responsibilities.

74-67 ESTABLISHING ADDITIONAL, MODIFIYING, OR ELIMINATING HISTORIC DISTRICTS

- 1. The City Council may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, a historic district study committee appointed by the City Council shall follow the procedures as stated in Section 399.203 (1-3) of Public Act 169 of 1970, as amended. To conduct these activities, the City Council may retain the initial committee, establish a standing committee, or establish a committee to consider only specific proposed districts and then be dissolved. The committee shall consider any previously written committee reports pertinent to the proposed action.
- 2. In considering elimination of a historic district, a committee shall follow the procedures set forth in Section 399.203 (1-3) of Public Act 169 of 1970, as amended for the issuance of a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following:
 - a. The historic district has lost those physical characteristics that enabled the establishment of the district.
 - b. The historic district was not significant in the way previously defined.
 - c. The historic district was established pursuant to defective procedures.

74-68 HISTORIC DISTRICT STUDY COMMITTEE AND THE STUDY COMMITTEE REPORT

Before establishing a historic district(s), the Mayor shall appoint a Historic District Study Committee. A majority of the persons appointed to the Study Committee shall have a clearly demonstrated interest in or knowledge of historic preservation. The Study Committee shall contain representation of at least one member appointed from one or more duly organized local historic preservation organizations. The Study Committee shall do all of the following:

- A. Conduct a photographic inventory of resources within each proposed historic district following procedures established by the State Historic Preservation Office of the Michigan Historical Center.
- B. Conduct basic research of each proposed historic district and historic resources located within that district.
- C. Determine the total number of historic and non-historic resources within a

proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR part 60, and criteria established or approved by the State Historic Preservation Office of the Michigan Historical Center.

- D. Prepare a preliminary Historic District Study Committee report that addresses at a minimum all of the following:
 - 1. The charge of the Committee.
 - 2. The composition of Committee membership.
 - 3. The historic district(s) studied.
 - 4. The boundaries of each proposed historic district in writing and on maps.
 - 5. The history of each proposed historic district.
 - 6. The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
 - 7. Transmit copies of the preliminary report for review and recommendations to the local planning body, the State Historic Preservation Office of the Michigan Historical Center, the Michigan Historical Commission, and the State Historic Preservation Review Board.
 - 8. Make copies of the preliminary report available to the public pursuant to Section 399.203 (4) of Public Act 169 of 1970, as amended.
- E. Not less than sixty (60) calendar days after the transmittal of the preliminary report, the Historic District Study Committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than fourteen (14) calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.
- F. After the date of the public hearing, the Committee and the City Council have not more than one year, unless otherwise authorized by the City Council, to take the following actions:
 - 1. The Committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the local planning body to the City Council as to the establishment of a Historic District(s). If the recommendation is to establish a Historic District(s), the final report shall include a draft of the proposed ordinance(s).
 - 2. After receiving a final report that recommends the establishment of a Historic District(s), the City Council, at its discretion, may introduce and pass or reject an ordinance(s). If the City Council passes an ordinance(s) establishing one or more Historic Districts, the City shall file a copy of the ordinance(s), including a legal description of the property or properties located within the Historic District(s) with the Register of Deeds. The City Council shall not

pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.

G. A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the Historic District Commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

74-69 HISTORIC DISTRICT COMMISSION MEETINGS, RECORDKEEPING & RULES OF PROCEDURE

- 1. The Historic District Commission shall meet at monthly or more frequently at the call of the Commission.
- 2. The business that the Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.
- 3. At least four (4) members of the Historic District Commission shall constitute a quorum for the transaction of business, The passage of any resolution, motion, or other action by the commission shall be a majority vote.
- 4. The Commission shall keep a record of its resolutions, proceedings and actions. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.
- 5. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this act.

74-70 DELEGATION OF MINOR CLASSES OF WORK

The commission may delegate the issuance of Certificates of Appropriateness for specified minor classes of work to its staff, or to another delegated authority. The Commission shall provide to its delegated authority specific written standards for issuing Certificates of Appropriateness under this subsection. The Commission shall review the Certificates of Appropriateness issued by the delegate on at least a quarterly basis to determine whether or not the delegated responsibilities should be continued.

74-71 ORDINARY MAINTENANCE

Nothing in this Ordinance shall be construed to prevent ordinary maintenance or repair of a resource within a historic district or to prevent work on any resource under a permit issued by the inspector of buildings or other duly delegated authority before the Ordinance was enacted.

74-72 REVIEW BY THE COMMISSION

The Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City Council or unless interior work will cause visible change to the exterior of the resource. The Commission shall not disapprove an application due to considerations not prescribed in subsection 399.205 (3) of Public Act 169 of 1970, as amended.

- a) The historic district commission shall approve or disapprove the plans submitted under this article and, if approved, shall issue a certificate of approval which is to be signed by the chairman and the relevant plans, if any, shall be stamped by the commission signifying its approval thereof, and such certificate and plans shall be transmitted to the building and safety engineering division and/or the planning commission if applicable.
- (b) No work shall begin until the certificate of approval is filed, but in the case of rejection, the certificate is binding on the building and safety engineering division or other duly delegated authority and no permit shall be issued in such case. If the historic district commission disapproves the application, it shall state its reasons for doing so and shall transmit a record of such action, together with the reasons therefor, in writing to the building and safety engineering division and the applicant. The commission may advise the applicant in a transmittal of the changes in the proposed plans which are necessary to obtain commission approval. The applicant may make modifications to any plans disapproved and shall have the right to resubmit his application thereafter for commission approval.
- (c) After the certificate of approval has been issued and the building permit, if any, granted to the applicant, the designated building inspector shall from time to time inspect the construction, alteration, repair, moving or demolition approved by such certificate and shall take action as is necessary to force compliance with the plans as approved.
- (d) The failure of the historic district commission to act within 30 days after the date a properly completed application has been filed with the planning and community renewal division, unless an extension is agreed upon mutually by the applicant and the commission, shall be deemed to constitute approval.

74-73 DESIGN REVIEW STANDARDS AND GUIDELINES

- In reviewing plans, the Commission shall follow the U.S. Secretary of Interior's Standards for Rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of Interior's Standards and guidelines and are established or approved by the State Historic Preservation Office of the Michigan Historical Center.
- 2. In reviewing plans, the Commission shall also consider all of the following:

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- A. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
- B. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
- C. The general compatibility of the design, arrangement, texture, and materials proposed to be used.

- D. Other factors, such as aesthetic value, that the commission finds relevant.
- E. Whether the applicant has certified in the application that the property where the work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

74-74 PERMIT APPLICATIONS FOR CONSTRUCTION, REPAIR, MOVING, DEMOLITION AFFECTING EXTERIOR APPERANCE OF HISTORIC SITES, STRUCTURES, OR OBJECTS LOCATED WITHIN HISTORICS DISTRICTS

A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for a permit with the inspector of buildings. Upon receipt of a complete application, the inspector of buildings shall immediately refer the application, along with all required supporting materials that make the application complete to the commission. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a Certificate of Appropriateness or a Notice to Proceed as prescribed in this Ordinance. A commission shall not issue a certificate of appropriateness unless the applicant certifies in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

- 3. The Commission shall file Certificates of Appropriateness, Notices to Proceed, and Denials of applications for permits with the inspector of buildings. A permit shall not be issued until the Commission has acted as prescribed by this Ordinance.
- 4. If an application is for work that will adversely affect the exterior of a resource the Commission considers valuable to the City of Pontiac, the state of Michigan, or the nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the city, state, or nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for the preservation of the resource.
- 5. The failure of the Commission to act on an application within sixty (60) calendar days after the date a complete application is filed with the Commission, unless an extension is agreed upon in writing by the applicant and the Commission, shall be considered to constitute approval.
- 6. The Commission may charge a reasonable fee to process a permit application.

74-75 DENIALS

If a permit application is denied, the decision shall be binding on the inspector or other authority. A Denial shall be accompanied by a written explanation by the Commission of the reasons for denial and, if appropriate, a notice that an application may be re-submitted for Commission review when the suggested changes have been made. The Denial shall also include the notification of the applicant's right to appeal to the State Historic Preservation Review Board and to the circuit court.

74-76 NOTICE TO PROCEEED

Work within a historic district shall be permitted through the issuance of a Notice to Proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Commission to be necessary to substantially improve or correct any of the following conditions:

- A. The resource constitutes a hazard to the safety of the public or to the structure's occupants.
- B. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- C. Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.
- D. Retaining the resource is not in the interest of the majority of the community.

74-77 APPEAL OF A COMMISSION DECISION

- 1. An applicant aggrieved by a decision of the Commission concerning a permit application may file an appeal with the State Historic Preservation Review Board. The appeal shall be filed within sixty (60) calendar days after the decision is furnished to the applicant. The appellant may submit all or part of the appellant's evidence and arguments in written form. The State Historic Preservation Review Board shall consider an appeal at its first regularly scheduled meeting after receiving the appeal. A permit applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the circuit court having jurisdiction over the historic district commission whose decision was appealed to the State Historic Preservation Review Board.
- 2. Any citizen or duly organized historic preservation organization in the City of Pontiac, as well as resource property owners, jointly or severally aggrieved by a decision of the historic district commission may appeal the decision to the circuit court, except that a permit applicant aggrieved by a decision rendered under this Ordinance may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board.

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74-78 WORK WITHOUT A PERMIT

When work has been done upon a resource without a permit, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require an owner to restore the resource to the condition that the resource was in before the inappropriate work or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the circuit court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply or cannot comply with the order of the court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness in accordance with the court's order. The costs of the work done shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. When acting pursuant to an order of the circuit court, the Commission or its agents may enter a property for purposes of this section.

74-79 DEMOLITION BY NEGLECT

Upon a finding by the Commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with Demolition by Neglect, the Commission may do either of the following:

- 1. Require the owner of the resource to repair all conditions contributing to demolition by neglect.
- 2. If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as necessary to prevent Demolition by Neglect. The costs of the work shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. The Commission or its agents may enter the property for purposes of this section upon obtaining an order from the circuit court.

74-80 REVIEW OF WORK IN PROPOSED DISTRICTS

Upon receipt of substantial evidence showing the presence of historic, architectural, archaeological, engineering, or cultural significance of a proposed historic district, the City Council may, at its discretion, adopt a resolution requiring that all applications for permits within the proposed historic district be referred to the Historic District Commission as prescribed in Section 12 of the Ordinance. The Historic District Commission shall review permit applications with the same powers that would apply if the proposed historic district was an established historic district. The review may continue in the proposed historic district for not more than one year, or until such time as the City Council approves or rejects the establishment of the historic district by ordinance, whichever occurs first.

74-81 EMERGENCY MORATORIUM

If the City Council determines that pending work will cause irreparable harm to resources located within an established or proposed historic district, the City Council may by resolution declare an emergency moratorium on all such wok for a period not to exceed six (6) months. The City Council may extend the emergency moratorium for an additional period not to exceed six (6) months, upon finding that the threat of irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

74-82 PENALTIES FOR VIOLATIONS

- 1. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this act is responsible for a civil violation and may be fined not more than \$5,000.00.
- A person, individual, partnership, firm, corporation, organization, institution, or agency
 of government that violates this act may be ordered by the court to pay the costs to
 restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved,
 excavated or demolished.

74-83 ACQUISITION OF HISTORIC RESOURCES

If all efforts by the Commission to preserve a resource fail, or if it is determined by the City Council that public ownership is most suitable, the City Council, if considered to be the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Commission. The Commission is responsible for maintaining publicly owned resources using its own funds, if not specifically designated for other purposes, or public funds committed for that use by the City Council. Upon recommendation of the Commission, the City may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

74-84 HISTORIC DISTRICT BOUNDARY

The historic district commission shall designate certain properties located within historic districts as historic sites after due consideration of such property's:

- (a) Quality of significance in American, state and/or city history, architecture, archaeology, engineering and culture;
- (b) Integrity of location, design, setting, materials, workmanship, feeling and association;
- (c) Relationship to events that have made a significant contribution to the broad patterns of our history;
- (d) Association with the lives of persons significant in our past;
- (e) Distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; and
- (f) Potential for restoration.

The following described properties are hereby designated as historic districts:

- (1) Franklin Boulevard Historic District: Lots 12 through 19 and lots 22 through 61 of Assessor's Plat No. 41; lots 32 through 42, the north 117.92 feet of lot 43, lot 44 exc. the south 48 feet, and lots 57 through 64 of Assessor's Plat No. 112; lots 25 through 31 and lots 37 through 40 of Assessor's Plat No. 115; lots 1 through 20 of Assessor's Plat No. 129; lots 1 through 5, the north 125 feet of lot 6, lot 7 exc. the south 55 feet, lot 8 exc. the east 10 feet of the south 55 feet, lots 9 and 10 exc. the south 45 feet, and lots 11 through 48 of Forest Lawn Addition; and lots 1 through 8 of Johnson Addition; City of Pontiac, Oakland County, Michigan, as recorded in the Oakland County Records.
- (2) Fairgrove Avenue Historic District: Oakland County Agricultural Society's Addition, lots 3 through 11, north 95 feet of lot 12, lots 13 through 31, east 45 feet of lot 32, the easterly 47.4 feet of lot 99 and lots 100 through 102; Assessor's Plat No. 26, lot 9; Assessor's Plat No. 27, lot 12.
- (3) <u>Modern Housing Corporation Addition Historic District</u>: Modern Housing Corporation Addition, lots 130 through 414, 613, 618 through 622, 624 through 634, and 638 through 645.
- (4) <u>Seminole Hills Historic District</u>: Seminole Hills Subdivision, lots 21 through 35, and 37 through 556; Crofoot's Western Addition, block 4, lots 1, 2, 3, 6, 7, 10, 11, 14, 15 and 18; and Roberts Subdivision, lots 1 through 36.

- (5) <u>Pontiac Commercial Historic District</u>: Original plat, lots 1 through 5, 17 through 22 excluding the north 10.5 feet of lot 22, the north 30 feet of lot 28, lots 36 through 69, the north 30 feet of lot 77, lots 79 through 95, 118, 119 and 131 through 141; Assessor's Plat No. 28, lots 14, 21, and 22; Assessor's Plat No. 46, lots 1, 2, 3, 48, 49 and 50, excluding the southerly 12 feet of said lots 48 and 49; Assessor's Plat No. 112, lots 11 through 19; Assessor's Plat No. 113, lots 1 through 8 and 26 through 30; Assessor's Plat No. 119, lots 79 and 80; and Huron Addition, lots 1 through 5.
- (6) <u>Horatio N. Howard House Historic District</u>: Stockwell and Tregent's Addition, block 1, east 170 feet of lot 13, exc. south 44 feet.
- (7) Wisner House Historic District: Assessor's Plat No. 4, lot 7 exc. beginning at the northeast corner of lot 249, Assessor's Plat No. 140, City of Pontiac, Michigan, thence south 45 degrees 11 minutes 10 seconds east 181.55 feet; thence north 43 degrees 56 minutes 40 seconds east along the northerly line of lot 246, Assessor's Plat No. 140, 20 feet; thence north 45 degrees 11 minutes 10 seconds west 91.7 feet; thence north 28 degrees 39 minutes 10 seconds west 52.5 feet; thence north 35 degrees 21 minutes 10 seconds west 41 feet to the point of curve to the left, having a radius of 23.23 feet a central angle of 100 degrees 30 minutes 50 seconds, thence around the arc of curve a distance of 40.75 feet to the point of tangency of such curve; thence south 44 degrees 08 minutes west 47.95 feet; thence north 88 degrees 20 minutes east along the northerly line of lot 249, Assessor's Plat No. 140, 40.05 feet to the point of beginning, also exc. a strip of land lying northeasterly of a line 60 feet southwesterly of and parallel to the centerline of Oakland Avenue as now established for Oakland Avenue widening.
- (8) <u>St. Vincent DePaul Church Complex Historic District</u>: Assessor's Plat No. 134, lot 50 and the north 220 feet of lot 51.
- (9) <u>First United Methodist Church Historic District</u>: Assessor's Plat No. 130, lots 16, 17, 18 and also all that part of vacated Judson Street lying adjacent.
- (10) <u>Central School Historic District</u>: Assessor's Plat No. 142, lot 3, exc. that part lying westerly of the easterly line of Perimeter Road as now laid out.
- (11) <u>Cook Nelson, American Legion Post No. 20 Historic District</u>: Assessor's Plat No. 136, lots 3 through 9.

- (12) <u>Oakhill Cemetery Historic District</u>: Assessor's Plat No. 19, lots 1 and 2, exc. that part lying south of the north line of permanent right-of-way of Pontiac Clinton Drain No. 2; Assessor's Plat No. 20, lot 15; and Assessor's Plat No. 145, lots 2, 3, and 4.
- (13) <u>Eastern Michigan Asylum Historic District</u>: Those parts of the south half of Section 19 and the north half of Section 30, Township 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, more particularly described as follows:

Commencing at the southwest corner of said Section 19; thence south 89 degrees 15 minutes 33 seconds east 500.00 feet to the point of beginning; thence south 0 degrees 13 minutes 24 seconds east, 1200.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1350.00 feet; thence south 0 degrees 13 minutes 24 seconds east 500.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1600.00 feet; thence north 23 degrees 13 minutes 36 seconds east 924.20 feet; thence north 43 degrees 47 minutes 15 seconds west 2100.00 feet; thence north 47 degrees 53 minutes 39 seconds east 1000.00 feet to a point on the southwesterly right-of-way line of the Grand Trunk Western Railroad, said point lying northwesterly along said railroad rightof-way line 3700.00 feet from the point of intersection of said railroad right-of-way line with northerly right-of-way line of Johnson Avenue (99 feet wide); thence north 43 degrees 47 minutes 15 seconds west 1022.11 feet along said railroad right-of-way line; along a curve to the right, radius equal to 973.14 feet, arc distance 211.98 feet, long chord bearing south 21 degrees 46 minutes 23 seconds east 210.77 feet; thence north 79 degrees 46 minutes 59 seconds west 1531.00 feet; thence south 0 degrees 00 minutes 14 seconds east 754.13 feet; thence north 86 degrees 45 minutes 45 seconds west 564.40 feet; thence south 0 degrees 08 minutes 40 seconds east 595.43 feet; thence south 19 degrees 40 minutes 35 seconds 148.12 feet; thence south 53 degrees 48 minutes 53 seconds east 235.87 feet; thence south 0 degrees 19 minutes 40 seconds east 515.69 feet; thence north 89 degrees 15 minutes 33 seconds west 55.42 feet to the point of beginning.

#9 RESOLUTION

City of Pontiac Resolution for "Junior Grand Marshal" Shalom Byrd

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Shalom Byrd has the unique distinction and privilege of representing the City of Pontiac as the 2019 Junior Grand Marshal and is the winner of the Fran Anderson Making a Difference Scholarship; and,

WHEREAS, Shalom Byrd is a Pontiac resident and attends International Technology Academy; and,

WHEREAS, Shalom Byrd is an exceptional student who has a passion for serving the "underprivileged and underrepresented;' and,

WHEREAS, Shalom Byrd has received the Student of the Month Award, Academic Achievement Award, inducted into the National Honors Society and Achievement in Math and Science Award; and,

WHEREAS, Shalom Byrd is a member of Midnight Golf, Kids Standard Publication and has been bestowed with the honor and responsibility of acting as trip planner and adviser for her senior class, is associated with Project Upward Bound, is an Alpha Kappa Alpha Teen, a Leaders of the Future activist, and Kids Standard Publication president; and,

WHEREAS, Shalom Byrd also sings in the choir at Trinity Missionary Baptist Church, volunteers at Nicks Corner on Thanksgiving and is a Gleaner's Food Bank volunteer; and,

WHEREAS, Shalom Byrd is a rising star who mentors children in reading, writing and mathematics; and,

WHEREAS, Shalom Byrd's contributions of leadership, selflessness and commitment to our community are invaluable and inevitably will contribute to making the community a better place.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Junior Grand Marshal, Shalom Byrd for a job well done and for truly representing the City of Pontiac. Congratulations.

Kormit Williams Kermit Williams, President

Randy Carter
Randy Carter, President Pro-Tem

Patrice Waterman
Patrice Waterman, Councilwoman

George Williams George Williams, Councilman Mary Pietila Mary Pietila, Councilwoman

Gloria Miller Gloria Miller, Councilwoman Doris Taylor-Burks Doris Taylor-Burks, Councilwoman

#10 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Pontiac City Council

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

John V. Balint, Acting Director of DPW

DATE:

November 25, 2019

RE:

2020 NoHaz Agreement

In 2019, the City executed an agreement with Oakland County in order to participate in the household hazardous waste collection program administered by the County on behalf of 14 cities, townships and villages in the NO HAZ North Oakland Household Hazardous Waste Consortium. Five (5) collection events were held at various locations, throughout Oakland County. According to the 2019 Preliminary Collection Report, a total of 4,763 Oakland County residents participated in the program; 112 from Pontiac.

In the past, the City Council chose the "No Fee" option, which allows any resided of the City to bring waste to any of the events for free. Other options are to charge each vehicle from the City either \$10 or \$15 per vehicle. This then goes to defray the final cost to the City.

The 2020 Interlocal Agreement has been distributed by Oakland County and has been favorably reviewed by the Department of Public Works. The costs are calculated on the percentage of total population in the NO HAZ communities; Pontiac's share is \$11,318.76. We are requesting Council's authorization of \$11,318.76 for the 2005 NO HAZ program. As stated in Exhibit B, this is an estimate and the community will be charged based in actual use and participation.

Two resolutions are attached for your consideration: one for the No Fee option and the other for the Fee option (\$10/\$15 per vehicle).

JVB

Attachments

OAKLAND COUNTY EXECUTIVE DAVID COULTER

ECONOMIC DEVELOPMENT& COMMUNITY AFFAIRS

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

November 20, 2019

Dear NoHaz Consortium member:

Attached please find the 2020 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings. The only changes from the 2019 Interlocal agreement are the dates and the pricing information that is included in Exhibits A and B.

A resolution is attached which approves the agreement as well as ensures that each community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents \$10, \$15 or to not charge them at the collection events in 2020.

Please send the following back no later than January 31, 2020:

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

Information should be sent to the following address:

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

Feel free to contact Whitney Calio of my staff at 248-858-2071 or at callow@oakgov.com if you need additional information or if there is a problem in meeting the deadline. Thank you for your participation in the NoHaz program. I look forward to working with you next year.

Sincerely,

Bret Rasegan, Manager Oakland County Planning

NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND [NAME OF MUNICIPALITY]

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

("MUNICIPALITY").

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

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.
- 2. <u>PURPOSE OF AGREEMENT</u> Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. GOALS OF THE PROGRAM:

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

4. **OBJECTIVES OF THE PROGRAM:**

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

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

- **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 5.1 "ACCEPTABLE HAZARDOUS WASTE" shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
 - 5.2 "ADMINISTRATIVE COSTS" shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 "AGENT" OR "AGENTS" of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 "AGREEMENT" means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
 - 5.4.1. Exhibit A (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
 - 5.4.2. Exhibit B (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 "CLAIM(S)" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 "COLLECTION SCHEDULE" means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2020 year program in cooperation with the NoHaz Board.
- 5.7 "COLLECTION SITE PROTOCOL" shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties
- 5.8 **"COUNTY"** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions,

- the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.9 "HAZARDOUS WASTE VENDOR" shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 "HAZARDOUS WASTE COLLECTION COSTS" shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 "MUNICIPALITY" as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 "NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NoHaz BOARD") means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 "PARTICIPATING MUNICIPALITY" means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPLALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
- **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
 - 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such

- contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY'S RESPONSIBILITIES

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the

Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

- 7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.
- 7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.
 - 7.3.1 A MUNICIPALITY that had 125 participants or less at the 2019 NoHaz events will be assessed \$50.00 per collection event in 2020.
 - 7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2019 NoHaz events will be assessed \$125.00 per collection event in 2020.
 - 7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2019 NoHaz events will be assessed \$250.00 per collection event in 2020.
 - 7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2020 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.
- 8. MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status.

The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

- 9. NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
- MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
- 11. PARTICIPATION FEES A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. FINANCIAL RESPONSIBILITIES

- 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
- 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The

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

- 12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NoHaz BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NoHaz BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.
- 12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.
- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY

agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. <u>EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT</u>

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. <u>HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY</u>

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
 - "The Contractor will protect, defend and indemnify the COUNTY, 15.1.1 **PROGRAM** HOSTS. and all **PARTICIPATING** MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor."
 - 15.1.2 "The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies."
 - 15.1.3 "Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee."
- 16. <u>LENGTH OF AGREEMENT</u> This AGREEMENT shall become effective at 12:01 A.M., January 1, 2020, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2020.
- 17. <u>TERMINATION OR CANCELLATION OF AGREEMENT</u> Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:
 - 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or

- cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
- 18. SUSPENSION OF SERVICES Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
- 19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
- **20. NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

- 21. <u>COMPLIANCE WITH LAWS</u> Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
- **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- **26. IN-KIND SERVICES**. This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- 27. <u>DELEGATION/SUBCONTRACT/ASSIGNMENT</u> A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- 28. NO IMPLIED WAIVER Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.

- 29. <u>SEVERABILITY</u> If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
- 30. <u>CAPTIONS</u> The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
- 31. <u>NOTICES</u> Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development & Community Affairs, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
 - 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
- 32. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. AGREEMENT APPROVAL AND AMENDMENT

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and

- proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State
- 33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.
- 34. <u>ENTIRE AGREEMENT</u> This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.
- 35. <u>CONCLUSION</u>: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREC	OF , hereby acknowledges that he has been
authorized by a resolution	of the, a certified copy eccute this AGREEMENT on behalf of the MUNICIPALITY
of which is attached, to ex	ecute this AGREEMENT on behalf of the MUNICIPALITY
	nds the MUNICIPALITY to the terms and conditions of this
EXECUTED:	DATE:
WITNESSED:	DATE:
Commissioners, hereby ac Oakland County Board of execute this AGREEMEN	OF, the Chairperson of the Oakland County Board of Eknowledges that he has been authorized by a resolution of the Commissioners, a certified copy of which is attached, to IT on behalf of the County of OAKLAND and hereby accepts to the terms and conditions of this AGREEMENT.
Chairperson	DATE:
WITNESSED:	DATE:

EXHIBIT A

2020 Projected NoHaz Budget

2020 NoHaz Program Cost Details	
Program Management	\$28671.00
Collection Costs	\$5550.00
Administration	\$1034.00
Education and Outreach	\$13,500.00
TOTAL	\$48,755.00
2020 NoHaz Hazardous Waste Disposal and Recyc	ling Costs
Per Vehicle Fee (including computer & electronic waste and latex paint)	*\$55.75 each

This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.

*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.

Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.

EXHIBIT B - 2020 Estimated Costs

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount
***************************************			\$24,377.50			\$24,377.50	\$55.75		
Addison*	6,351	1.79%	\$436.59	103	2.11%	\$513.47	\$5,742.25	\$1,030.00	\$5,662.31
Groveland*	5,476	1.54%	\$376.44	56	1.15%	\$279.17	\$3,122.00	\$560.00	\$3,217.61
Independence*	34,681	9.78%	\$2,384.10	509	10.41%	\$2,537.45	\$28,376.75	\$5,090.00	\$28,208.30
Lake Angelus	290	0.08%	\$19.94	31	0.63%	\$154.54	\$1,728.25	\$0.00	\$1,902.73
Oakland*	16,779	4.73%	\$1,153.45	391	8.00%	\$1,949.20	\$21,798.25	\$3,910.00	\$20,990.90
Orion	35,394	9.98%	\$2,433.11	1,018	20.82%	\$5,074.91	\$56,753.50	\$0.00	\$64,261.52
Oxford	20,526	5.79%	\$1,411.03	546	11.17%	\$2,721.90	\$30,439.50	\$0.00	\$34,572.44
Pontiac	59,515	16.78%	\$4,091.27	119	2.43%	\$593.24	\$6,634.25	\$0.00	\$11,318.76
Rochester	12,711	3.58%	\$873.80	286	5.85%	\$1,425.76	\$15,944.50	\$0.00	\$18,244.06
Rochester Hills*	70,995	20.02%	\$4,880.45	1,106	22.62%	\$5,513.60	\$61,659.50	\$11,060.00	\$60,993.55
Rose	6,250	1.76%	\$429.65	36	0.74%	\$179.47	\$2,007.00	\$0.00	\$2,616.11
Springfield*	13,940	3.93%	\$958.29	212	4.34%	\$1,056.86	\$11,819.00	\$2,120.00	\$11,714.14
Waterford**	71,707	20.22%	\$4,929.39	477	9.75%	\$2,377.93	\$26,592.75	\$7,155.00	\$26,745.07
	354,615	100.00%	\$24,377.50	4,890	100.00%	\$24,377.50	\$272,617.50	\$30,925.00	\$290,447.50

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

(1.) This is only an estimate. Communities will be billed on actual use and participation based on which communities are under contract for 2020.

Participating communities listed above are preliminary and will be finalized in early 2020.

- (2.) The cost per vehicle including electronic waste is \$55.75.
- (3.) The total administration fee is \$48,755.00, which includes 5 collection events.
- (4.) The number of participants is estimated using the 2019 number of participants and adding 6%.
- (5.)One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.
- (6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.
- (7.) Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula that is used to determine the administrative fee.

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

THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

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

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

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

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

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

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#11 RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO:

Honorable City Council President Kermit Williams, and City Council Members

FROM:

Irwin Williams, CPA, Acting Finance Director

CC:

Honorable Mayor Deirdre Waterman, Jane Bais-DiSessa, John Balint, Dan Ringo

DATE:

December 5, 2019

RE:

Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$70,194.000 (includes fringe benefits), from the General Fund's City Council Department budget Department (101) in the amount of \$30,184, from the General Fund's Building Maintenance budget Department (265) in the amount of \$30,905, from the General Fund's Police/Sheriff budget Department (301) in the amount of \$9,105 to the General Fund Department (265) Building Maintenance Department (265) in the amount of \$28,542 and to the General Fund 's Police/Sheriff Department (301) in the amount of \$41,652 to establish two fulltime salaried positions to provide custodial services for the City Hall and Police/Sheriff Buildings.

In November 2019, the City Council requested that two outsourced cleaning staff engaged by the City to provide Janitorial services for the City Hall and Police Buildings be brought in house as full time employees. (see schedule of detailed funding).

As such, the following resolution is recommended for your consideration:

Whereas, on the city council has expressed the desire to bring custodial services in house for the City Hall and Police/Sheriff Buildings.

Whereas City Council desires to create two full time positions to provide custodial services for the City Hall and Police/Sheriff buildings.

Whereas, available budgeted funds that had been previously allocated for contracted janitorial services will be reallocated to cover the majority of Salaries and Operating Costs in order to bring custodial services in house

Whereas, City Council has agreed to reallocate budgeted funds previously allocated in the City Council Budget for a Fiscal Analyst to cover any remaining unfunded balance to bring the custodial services for the City Hall and Police/Sheriff Buildings in house

NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for fiscal year 2019/2020 to allocate a total of \$70,194.00 (includes fringe benefits), from the General Fund (101) City Council Department Budget (101) for the Legislative Fiscal Analyst 1 salaried position in the amount of \$30,184, from the General Fund's Building Maintenance Department Budget (265) for Contracted Custodial Services in the amount of \$30,905, from the General Fund's Police/Sheriff Department (301) for Contracted Custodial Services in the amount of \$9,105.to the General Fund's Building Maintenance Department 265) for Custodial Salaries and expenditures in the amount of \$28,541 and to the General Fund's Police/Sheriff Department (301) for Custodial Salaries and expenditures in the amount of \$41,653.. The breakout of these funds into accounts is as follows: \$18.154 to Salaries and Wages account 101-301-702.000. \$12.686 to Salaries and Wages account 101-265-702.000, \$5207.00 to Overtime Salaries account 101-301-702.004, \$3,568 to Overtime Salaries account 101-265-702.004. 2.117 to FICA/Medicare account 101-301-71500. \$1,450 to FICA/Medicare account 101-265-715.000, \$4,231 to Medical Insurance account 101-301-716.00, \$ \$2,899 to Medical Insurance account 101-265-716.000, \$593 to Life Insurance account 101-301-717.000, \$407 to Life Insurance account 101-265-717.000, \$1,296.000 to MERS Contribution account 101-301-718.000, \$888 to MERS Contribution account 101-265-718.000, \$593 to Workers Compensation account 101-301-719.000, , \$407 to Workers Compensation account 101-265-719.000, \$ 155 to Dental Insurance account 101-301-719.001, \$107 to Dental Insurance account 101-265-719.001, \$1,677 to Equipment account 101-301-749.005, \$1,149 to Equipment account \$ 101-265-749.005, \$5,341 to Janitorial Supplies account 101-301-931.001, \$3,659 to Janitorial Supplies account 101-265-931.001, \$1,780 to Custodial Services account 101-301-636-265, \$1,220 to Custodial Services account 101-265-636,265, \$148 to Equipment Maintenance account 101-301-932.000, \$102 to Equipment Maintenance account 101-265-932.000

Attachment

From:	Account	Account Description		Amount
	101-101-702.000	Salaries	\$	20,650
	101-101-715.000	FICA/Medicare	\$	1,580
	101-101-716.000	Medical Insurance	\$	5,792
	101-101-717.000	Life Insurance	\$	372
	101-101-718.000	Mers Contribution	\$	1,446
	101-101-719.000	Workers Compensation	\$	60
	101-101-719.001	Dental Insurance	\$	285
	101-301-818.037	Custodial Services	\$	9,105
	101-265-818.037	Custodial Services	\$	30,905
			\$	70,194

Account	Description	А	mount
101-301-702.000	Salaries	\$	18,514
101-265-702.000	Salaries	\$	12,686
101-301-702.004	Overtime Salaries	\$	5,207
101-265-702.004	Overtime Salaries	\$	3,568
101-301-715.000	FICA/Medicare	\$	2,117
101-265-715.000	FICA/Medicare	\$	1,450
101-301-716.000	Medical Insurance	\$	4,231
101-265-716.000	Medical Insurance	\$	2,899
101-301-717.000	Life Insurance	\$	593
101-265-717.000	Life Insurance	\$	407
101-301-718.000	Mers Contribution	\$	1,296
101-265-718.000	Mers Contribution	\$	888
101-301-719.000	Workers Compensation	\$	593
101-265-719.000	Workers Compensation	\$	407
101-301-719.001	Dental Insurance	\$	155
101-265-719.001	Dental Insurance	\$	107
101-301-749.005	Equipment	\$	1,677
101-265-749.005	Equipment	\$	1,149
101-301-931.001	Janitorial Supplies	\$	5,341
101-265-931.001	Janitorial Supplies	\$	3,659
101-301-636.265	Custodial Services	\$	1,780
101-265-636.2655	Custodial Services	\$	1,220
101-301-932.000	Equipment Maintenance	\$	148
101-265-932.000	Equipment Maintenance	\$	102
		\$	70,194

To:

#12 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint. Director of Public Works/City Engineer

DATE:

December 5, 2019

RE:

Resolution to Approve One Year Custodial Contract with CleanNet of

Greater Michigan, Inc. in the amount of \$128,820.88

The Department of Public Works has publically advertised and bid the Custodial Contract and has presented its recommendations to both the Executive Office and the City Council. In recent weeks, there has been additional discussion regarding insourcing the custodial services in two of the City buildings, namely City Hall and the Sheriff Substation.

WHEREAS.

Pontiac City Council requested a subtraction of two buildings City Hall and Sheriff Substation from the original custodial RFP for those services to be performed in-house by City of Pontiac employees.

NOW, THEREFORE, BE IT RESOLVED.

The Pontiac City Council authorized the Mayor to enter into a one year agreement with CleanNet of Greater Michigan, Inc. for the amount of \$128,820.88 for custodial services commencing January 1, 2020.

It remains the recommendation of the Department of Public Works that this contract be totally outsourced as this the most cost effective option for the city. Additionally, it is the best operationally as detailed in the letter from Mayor Waterman dated November 25, 2019.

JVB/dr

Attachments.

CONTRACT FOR Janitorial and Custodial Services

- 1) <u>Parties.</u> The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and <u>CleanNet of Greater Michigan</u> hereinafter called the "Contractor".
- 2) <u>Purpose</u>. The purpose of this contract is for the City to engage the Contractor to provide <u>Janitorial and Custodial Services</u> to the City (see Scope of Services below).
- 3) <u>Scope of Services.</u> The Contractor will provide all labor, materials, supplies, equipment and supervision to perform <u>Janitorial and Custodial Services</u> in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) <u>General Terms and Conditions.</u> This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) <u>Consideration.</u> As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

Custodial and Janitorial Proposed Rate Sheet

		Proposed Rate Sn
Building		Cost/month
District Court	32,102 sq. ft.	\$4.021.07
Robert Bowens Center	10,110 sq. ft.	\$ <u>1.625.31</u>
Ruth Peterson Centér	10,987 sq. ft.	\$ <u>975.19</u>
Youth Recreation Cente	er 50,000 sq. ft.	\$ <u>4.030.18</u>
Grand Total - A	All Buildings	\$10,651.74
•		
Rate per hour over 8 l	hours in a day	19.00 per/hr.

SPECIAL EVENT CLEANING

Supervisor \$22.00 per/hr

Labor \$19.00 per/hr.

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

Ben Deaton 248-671-0110

30665 Northwestern Highway, suite 203

Farmington Hills, MI 48334

Dated and signed at Farmington Hills , MI on 10-11-19

(City) (Date)

Signature of Bidder: Carcultuse

Print Name and Title: Ben Deaton, Suites (Xrcultuse)

Address of Bidder: 30665 Northwestern Highway, suite 203

Farmington Hills, MI 48334

Office # 248-671-0110

Cell # 248-285-8964

Net 30 Pay Terms

FEDERAL TAX I.D. NUMBER (38-335406)

- 6) Period of Performance. This contract will become effective for the period beginning [12/1/2019-11/30/2020] with an Option to renew for years 2 and 3 upon the approval and signature of the parties hereto.
- 7) <u>Method of Payment.</u> Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) <u>Applicable Law.</u> This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) <u>Requirements contract.</u> During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

SCOPE OF SERVICES

The Contractor shall provide *Janitorial and Custodial*.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

The City of Pontiac is looking for a company to provide Janitorial and Custodial Services for six (6) locations. The Contractor shall provide all cleaning and custodial services and supplies necessary for the cleaning of the six (6), including but not limited to, the items listed in the Scope of Services. The Contractor shall also supply all bathroom toiletry supplies such as hand soap, toilet tissue and hand towels and appropriate dispensers. The contractor will be responsible for refilling toiletry dispensers as needed.

The Contractor shall maintain high standards of cleanliness in performance of the Contract and it is specifically understood that the cleaning specifications will not be construed as complete, but all cleaning services necessary to maintain the building in a "good housekeeping manner" to the City's complete satisfaction shall be included.

Contractor shall comply with all applicable O.S.H.A and M.I.O.S.H.A. laws and regulations. The Contractor shall furnish the necessary personnel, training, and certification for the services to be provided hereunder, such personnel are to be employees of Contractor. The Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

<u>Background Check:</u> All employees will need a full background check. The background check will require a Driver's License or State Identification Card and a Social Security Number. Due to the classified nature of business at City Hall, 50th District Court, Sheriff's Substation and Senior Centers, anyone with a criminal felony will not be allowed to work. <u>A</u> \$50.00 fee shall be paid by the Contractor to the City of Pontiac for each background clearance check for the issue of an identification card.

<u>Uniform:</u> Contractor shall require all its employees to wear uniform clothing, of a type to be approved by the City's representative, as a means of identification while on the City premises. Management and all Contractor employees shall wear a City of Pontiac provided identification badge (showing picture of employee) in a prominent position on the front of the uniform. The identification badges remain the property of the City of Pontiac and will be surrendered immediately to the City of Pontiac upon termination of the employee by the contractor or upon termination of the contract Uniforms shall be provided and cleaned at the Contractors expense. Issuing of uniforms shall be the responsibility of the Contractor. A \$50.00 fee shall be paid by the Contractor to the City of Pontiac for each replacement of any lost/stolen/damaged identification card.

<u>Equipment Requirements:</u> Contractor shall furnish all equipment necessary to accomplish the specified work. The Contractor shall absorb all costs of equipment including expenses for routine maintenance and any necessary repairs. Contractor must have sufficient back up equipment to assure continuity of cleaning activities in the event of equipment breakdowns.

3.2 **SCOPE OF SERVICES**

<u>Inspections</u>: Contractor's Supervisor shall conduct and provide daily a thorough inspection tour of the Sheriff Substation building and provide weekly a written inspection report of each day by e-mail or fax to the City's representative for approval. These

inspection reports shall be a basis for processing all cleaning invoices. Monthly invoices must include a narrative of work accomplished for the month, include a copy of certified payroll for the month, and include staff hours worked for the month.

Cost Savings Initiatives: The vendor will be expected to provide operational recommendations that result in a cost savings to the city. The recommendations provided by the vendor will be evaluated on a quarterly basis. The vendor will receive points toward their Quarterly Business Report Scorecard.

Vendor representative and a city representative will meet regularly to discuss and evaluate the feasibility of each cost savings initiative.

The city will within reason provide the vendor with the necessary information to determine the best manner to realize proposed savings.

Fees at Risk: The vendor agrees to place a percentage of their monthly fee to the city at risk of penalty for failing to meet the agreed minimum service levels.

Quality Assurance Program: Vendor agrees to utilize the city's software for quality assurance metrics. Use of the software will be at zero cost to the vendor and remains the property of the city.

Monthly Report: Vendor agrees to provide the city representative with a monthly report that lists total number of hours worked by each employee; number of training hours; and name of all employees that worked on city premises for the prior month.

Background checks: Vendor agrees to provide a background check for all employees working on city premises before employees begin their first day serving city properties and staff. Failure to provide background checks will result in a fine or reduction in monthly fee.

Equipment and Supplies:

3.2.1 Contractor shall furnish all cleaning equipment and supplies necessary for the performance of its work. Contractor will need to deliver a 30 days' worth of supplies to each facility on the first (1st) day of the service period. Examples of these items are, but not limited to: floor and bathroom cleansers; window, trim and/or glass cleansers; wax and/or polish for floors; paper products, cleaning towels, commercial vacuum, mops, brooms, cleaning carts and all applicable equipment and back up equipment to perform the thorough cleaning of buildings. The Contractor shall also furnish all other items, such as paper goods, hand soap, sanitary napkins, plastic bags, air fresheners, trash container liners, etc. and appropriate dispensers, and shall maintain an adequate supply in designated storage closets within each facility.

> Approximate Paper Product Usage - Sheriff Dept. C-Fold Towels 208 cases

Jumbo Roll Toilet Tissue 104 cases

Regular Toilet Tissue 60 cases

Approximate Paper Product Usage - City Hall C-Fold Towels 300 cases

Jumbo Roll Toilet Tissue 144 cases

Regular Toilet Tissue 24 cases

Approximate Paper Product Usage – 50th District Court C-Fold Towels 104 cases

Jumbo Roll Toilet Tissue 104 cases

Regular Toilet Tissue 52 cases

Approximate Paper Product Usage – 50th District Court

C-Fold Towels 104 cases
Jumbo Roll Toilet Tissue 104 cases
Regular Toilet Tissue 52 cases

Special Note: The Senior Centers will furnish and maintain bathroom toiletry supplies, such as paper goods, hand soap, sanitary napkins, plastic bags, air fresheners, trash container liners, etc.

- 3.2.2 The Contractor shall furnish a written applicable stock of equipment to clean adequately the assigned buildings.
- 3.2.3 All equipment and supplies used in City buildings shall be subject to the prior approval by the City's designated representative. All material, supplies and equipment furnished by the Contractor shall meet or exceed the requirements of applicable city, state and federal codes, ordinances, laws and regulations. If the Contractor shall furnish any supplies or equipment contrary to such codes, ordinances, laws and regulations, it shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 3.2.4 Storage area(s) for the Contractor's cleaning and janitorial supplies will be provided by the City's representative to assist the Contractor to fulfill the contractual obligations herein.
- 3.2.5 Contractor shall provide the Grounds Superintendent a copy of Material Safety Data Sheets for every supply used by the Contractor and the Contractor shall maintain a copy in each location.

<u>Supervision</u>: The Contractor shall employ, at all times, the quantity and quality of supervision necessary for the effective and efficient management of the housekeeping system at the Sheriff Substation. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials to be able to direct the employees in their individual tasks and to maintain and control an effective inspection and follow-up program.

Hours of Service:

Sheriff Substation: The Contractor shall provide a full time day porter (s) who must be present from 7:30 a.m. to 5:00 p.m., Monday through Friday, 52 weeks per year. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. It shall be the Contractor's responsibility to furnish necessary supervision and labor to complete all work during these hours. Any additional hours requested by the owner will be billed on an hourly rate.

<u>Senior Centers:</u> The Contractor shall be responsible for a thorough cleaning of the assigned facility three days per week, (Ruth Peterson Center), or otherwise directed, <u>five days per week</u> (Bowens Center). It shall be the Contractor's responsibility to furnish necessary supervision and manpower to complete all work within a reasonable time on that assigned day. Additional cleaning may be required after the conclusion of an event and prior to the next scheduled event. Note - in some cases this may allow eight (8) hours or less cleaning time and may occur on any shift or day of the week. Centers hours of operations 9:00 AM to 5:00 PM.

<u>City Hall:</u> A full time day porter(s) must be present from 7:30 AM until 5:00 PM on a daily basis, Monday through Friday. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. An evening crew must be available, Monday through Friday and weekends, to thoroughly clean building and to provide assistance, as required, for any evening meetings and/or special events. On Monday mornings, Supervisor must be present to evaluate building to ensure adequate staffing is scheduled and available to thoroughly clean building resulting from any weekend meetings, and special events.

50th District Court: A full time day porter(s) must be present from 7:30 AM until 5:00 PM on a daily basis, Monday through Friday. The contractor is responsible for unlocking the doors in the morning and locking the doors in the evening. On Monday mornings, Supervisor must be present to evaluate building to ensure adequate staffing is scheduled and available to thoroughly clean building resulting from any weekend meetings, and special events.

<u>Youth Recreation Center:</u> The selected vendor shall provide a day porter(s) who must be present from 10:00am-5:00pm; Monday through Friday, 52 weeks per year. The vendor is responsible to

furnish necessary supervision and labor to complete all work during these hours. Any additional hours requested by the city will be billed on an hourly rate.

Performance Requirements

Floor Maintenance:

. 3.2.6 General:

stacked on

completion

For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items, shall be desks, tables, counters, etc. Upon of work, all furniture and

equipment must be returned to its original position.

Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.

Proper precautions shall be taken to advise City of Pontiac occupants of wet and/or slippery floor conditions; this applies during cleaning operations. Contractor shall obtain and use a stock of "Caution Wet Floor" signs. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in an assigned storage area.

3.2.7 <u>Sweeping and Wet Mopping:</u> After sweeping and wet mopping operations, all floors shall be clean and free of dirt streaks. No dirt or litter shall be left in corners, under furniture, behind doors, on stair landings or

treads. areas shall be swept where sweepings were Likewise, sidewalks, entrances, and other assigned clean of all dirt and trash. No dirt shall be left picked up.

3.2.8 <u>Wet Mopping and Scrubbing:</u> The floors shall be thoroughly swept to remove visible dirt and debris; removal of wads of gum, tar and similar substances

from the mopping and scrustreaks, mop mar present an overall changed frequently other surfaces. All surfaces shall after the wet mopping or scrubbing. shall be performed by machine or by

d debris; removal of wads of gum, tar and similar substances
the floor surface shall be included. On completion of the
scrubbing, the floors shall be clean and free of dirt, water
marks, string, etc., properly rinsed and dry mopped to
appearance of cleanliness. Wash water shall be
enough to avoid streaking of floors and
ll be dry, corners and cracks clean,
ing. When scrubbing is designated, it
be to by

3.2.9 Waxing and Buffing:

or agitate

Pick up dirty water and buffed applied will depend on the Apply proper wax removers, stripping agent or synthetic detergents to the floor. Scrub with a floor-scrubbing machine with a mop to remove all dead wax, soap film, dirt and stains. squeeze mop or wet vacuum and thoroughly rinse with clean dry. Wax shall be applied in a thin even coat and machine immediately after drying. The number of coats type and condition of the floor.

- 3.2.10 <u>Vacuuming: Rugs, Carpeting (as necessary):</u> After each vacuuming, all rugs shall be clean, free from dust balls, dirt and other debris. All rugs shall be vacuumed at least once per week and high traffic areas shall be addressed as needed. Vacuums shall have attachments for cleaning cracks and crevices and to pick-up paperclips and other metallic items.
- 3.2.11 Shampooing: Rugs, Carpeting: (shall be performed once in the spring and once in the autumn). Thoroughly clean all rugs and carpeting. The cleaning process must leave the rugs and carpet as free of moisture as possible and completely dry before the next occupancy of the area cleaned. This cleaning will be performed in evenings or weekends whenever possible.

- 3.2.12 <u>Toilets:</u> Special attention shall be given to floors about urinals and commodes for elimination of odors and stains, so as to provide a uniformly clean appearance.
- 3.2.13 <u>Dusting:</u> Dust shall not be moved from spot to spot, but removed directly from the area in which it lies by the most effective means with appropriately treated dusting cloths, vacuum tools, etc.
 - a. There shall be no dust streaks.
 - b. Corners, crevices, molding and ledges shall be free of all dust.
 - c. There shall be no oil spots or smudges on dusted surfaces caused by dusting tools.
 - d. There shall be no visible dust on any walls, doors, base boards,
 - e. Employee desktops should not be dusted unless so requested by the employee.
 - f. Computer and electronic equipment shall only be dusted with electronic cleaning supplies.
- 3.2.14 Spot Cleaning: This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, smudges from walls, glass and other specified surfaces and then drying to produce a uniform clean appearance. The wetting solution shall come in an appropriate cleaning agent. When damp wiping in toilet areas, a multi-

purpose agent disinfectant deodorizer cleaner shall

be used. Following this operation, all smudges, marks or spots shall been removed without causing unsightly

discoloration.

have

- 3.2.15 <u>Bright Metal Polishing:</u> Bright metal polishing may be performed by damp wiping and drying with a suitable cloth to obtain a polished appearance. However, if a polished appearance cannot be produced, the City's representative shall be contacted for direction as to the use of an appropriate polish.
- 3.2.16 <u>Trash:</u> Pickup and removal from areas all paper, trash, rubbish, empty bottles and other discarded materials and emptying waste receptacles as required.

 Also pickup and remove debris on the grass surrounding the building and the walkway leading to the door.
- 3.2.17 Glass Spot Cleaning: After spot cleaning operation, all glass shall be free of streaks, marks and smudges. Window sash and sills woodwork about interior glass and other such surroundings shall be thoroughly wiped free of dripping and other water marks.
- 3.2.18 Porcelain Ware Cleaning: Porcelain fixtures (drinking fountains, wash basins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, soap film, dirt, spots, stains, green mold, encrustation or excess moisture. Walls and floor Drinking fountains shall be kept free of trash, etc., and paper, vandalism, or encrustation.
- 3.2.19 Windows, window sills, shelving and furniture Use proper technique and methods to type of material being cleaned. Inside windows, wash and clean as needed. Exterior windows clean twice a year.

If exterior window cleaning is subcontracted, Sub-Contractor must follow the same guidelines as outlined in the RFP. Any equipment used will need to be certified by the Department of Public Works

3.2.20 Runners: The Contractor shall be responsible for procuring and maintaining runners in the area of the back door, treasurer's office, and in such other high traffic areas that the situation may require.

- 3.2.21 <u>Break rooms</u>: The Contractor shall sanitize the counter tops daily and clean the microwave weekly.
- 3.2.22 Holding Cells: Thoroughly clean holding cells daily or as_required. Protective wear must be provided for employee, protecting from blood borne pathogens. Clean benches with a bleach solution, clean sinks with appropriate cream cleanser and/or bleach solution, clean toilets and floors with a bleach solution.
- 3.2.23 <u>Inclement Weather</u>: The Contractor shall keep the walkway from the door to the sidewalk clear of grass, leaves, blowing debris, snow and ice as necessary.

DAILY DUTIES

3.2.24 Exterior Grounds:

Contractor shall provide litter control of the area immediately surrounding buildings.

3.2.25 <u>Sweeping, Mopping, Vacuuming Carpets, Litter Control and Window cleaning at the following locations:</u>

City of Pontiac, City Hall, 47450 Woodward Ave., Pontiac, MI 48342 Oakland County Sheriff Substation, 110 E. Pike Street, Pontiac, Michigan 48432

Robert Bowen Center, 52 Bagley St., Pontiac, MI 48341 Ruth Peterson Center, 990 Joslyn Rd., Pontiac, MI 48341 50th District Court, 70 N. Saginaw, Pontiac, MI 48342 Youth Recreation Center, 825 Golf Drive, Pontiac MI 48341

3.2.26 Restrooms

- Completely clean and sanitize all toilets, urinals, sink fixtures and any other miscellaneous fixtures.
- B. Remove gum from floor.
- C. Empty barrels; wash, clean, and replace liners; and wash barrel tops.
- D. Mop floor with germicidal detergent and rinse, giving special concern to edges and base of walls.
- E. Scrub and wash partitions with germicidal detergent and rinse.
- F. Scrub and wash walls, hand marks, foot prints, spills, from walls, floors, ceilings.
- G. Clean mirrors and chrome trim.
- H. Re-stock towels, tissue, and soap dispensers.
- I. Clean and dust overhead louvers.
- J. Report any damage to room or fixtures to the City's representative.
- K. Maintain closets located in each restroom in a clean, neat and orderly fashion.
- L. Clean slop sinks located in the closets.
- M. Sanitize door handles and push plates

3.2.27 Stairwells

- A. Thoroughly sweep and remove all trash.
- B. Wash walls and railings.
- C. Remove gum from floors and steps.
- D. Mop floors, steps, and stair risers.
- E. Empty and wash all trash containers and tops and replace liners

- F. Dust windowsills
- G. Sanitize door handles

3.2.28 Appurtenances and Miscellaneous throughout the Building

<u>Common areas</u>: Thoroughly clean, wash and dust the following:

- 1. Coin telephone units.
- 2. Drinking fountains.
- 3. Fire extinguisher cabinets.
- 4. Dust & clean light fixture covers
- 5. Air returns, registers and heating & cooling vents.

<u>Elevators</u>: Thoroughly clean, wash, scrub walls, floor, doors, covers over light fixtures,

car/hatchway door sills, polish inside of car doors, etc.

Entrance Doors:

Thoroughly wash, clean all entrance doors, glass windows on all levels. Clean and polish all metal trim, such as revolving door shells.

snow be is given to If snow is present, shovel entrance and sidewalk and apply ice melt as required. Provide adequate supply of ice melt and shovels and blower to ensure safety of employees and citizens. This task must completed by 7:30 AM, Monday through Friday. If inclement weather present throughout hours of operation, special attention must be repeating this task to ensure the safety of employees and citizens.

Lights:

In addition to the cleaning tasks outlined in this document, the Contractor shall be responsible for insuring that lights in the public areas are restrooms of the facility are properly turned on and off.

3.2.29 Staffing

At least one person must be on staff during the hours specified, for each location, to complete the cleaning of the facilities as required. A Supervisor must be on site at least one day per week to evaluate the conditions of the facilities.

3.2.30 Special Events

Additional work or duties may be required by the hour for special events. The contractor will be notified in advance when special/additional work is required and will schedule accordingly based on hourly rates and unit prices provided in the Proposal Form. Additional tasks may include:

- 1. Setting up, cleaning, and taking down folding chairs.
- 2. Provide special litter control and staff support, as agreed, during event meetings and/or any building special events.
- 2. Other related cleaning or cleaning prior to events as directed by City of Pontiac's representative.

Service Level Agreement

Daily	Weekly	Monthly	Quarterly	BI-Annually	Annually	
Sweeping X						

Emptying Trash	Х						
Mopping	Х						
Vacuuming	Х						
Bathroom Cleaning	Х	-					
Accessible Window Cleaning	X						
High Dusting			Х				
Low Dusting			Х			7-,	
Strip and Wax Floors					Х	_	

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

Employees of the Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

- 3.4.1 Contractor and its employees will immediately report hazardous conditions and items in need of repair such as dead lights, leaks, damaged facilities, toilet stoppage, slippery areas, etc. to the Grounds Maintenance Superintendent or a specified City employee.
- 3.4.2 The City of Pontiac shall have the right to require the Contractor to dismiss any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the City. However, in this regard, the City of Pontiac shall not require the Contractor to take any action that would be in violation of State or Federal laws or applicable union contracts.
- 3.4.3 It is assumed that all employees brought into the City buildings by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense and untrained individuals shall not be brought onto the premises for so called "on the job training".
- 3.4.4 Employees of the Contractor shall eat and take work breaks in designated areas and will not be allowed to eat in offices, private suites, lobbies, corridors or other locations. Employees of Contractor shall not use telephones other than their own private cell phones.
- 3.4.5 Contractor shall interview and screen all employees prior to bringing them on City premises. A criminal background check will also be performed by the Oakland County Sheriffs' Department prior to employment. Employees of the Contractor hired to work in the Substation or 50th District Court shall receive the proper clearance from the Sheriffs' Department prior to starting work for the City. Those with a criminal record, particularly a felony record, will not be authorized to work in the facility. Further, an employee may be restricted from working or entering specific areas of the facility, at the sole discretion of the Oakland County Sheriffs' Department and 50th District Court.

- 3.4.6 Contractor shall provide a General Supervisor, acceptable to the City of Pontiac's representative, to direct the cleaning operations, and to coordinate and review procedures with the City's representative. Said General Supervisor shall be available full time to the City when required for City operations.
- 3.4.7 Contractor agrees that the services covered under this proposal shall be performed by qualified, competent, careful and efficient employees, in the strictest conformity with the best practices and standards generally prevailing for the specific service being rendered, and in the strictest conformity with such practices and standards as may be prescribed by the City from time to time.
- 3.4.8 Contractor agrees to provide General Manager/Supervisor with the essential operating elements of this Contract.

3.5 TERM OF CONTRACT

The term of the Contract is for one year, after a sixty (60) day probationary period/ evaluation. At that time it will be decided to extend the probation, extend the contract or terminate the contract. The City shall have the option of extending the contract for years two and/or three, upon the approval and signature of the parties hereto.

3.5 RECORD RETENTION

The Contractor shall keep all records that may be requested by the City of Pontiac for six (6) years and make such records available when requested by City for whatever reason. The Contractor shall maintain and preserve within the Detroit metropolitan area such books and records pertaining to its performance so as to enable the City of Pontiac to audit such books and records to determine the accuracy and propriety of payments being made by the City of Pontiac to the Contractor. The Contractor further agrees that the City, or its designated representative, shall have the right to reasonable access to the books and records for the purposes of inspection and audit at any time during the term of the proposed Contract and for six (6) years after termination.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

- 2) <u>Authority to contract.</u> The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) <u>Confidential information.</u> Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) <u>Confidentiality.</u> Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public city of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) <u>Contractor personnel</u>. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) <u>Insurance.</u> The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and permitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
 - b) Commercial General Liability Insurance or Garage Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Commercial General Liability Insurance or Garage Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions:

- (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Garage keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage keepers Legal Liability Insurance in an amount of not less than \$80,000.
- e) Contractor shall procure and maintain Professional Liability and Errors and Omissions Insurance with limits of liability of not less than \$2,000,000 per occurrence to fully indemnify the City of Pontiac.
- f) Additional Insured: Commercial General Liability, Garage Liability, Garage Keepers Legal Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- g) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- h) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- i) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.

- j) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
- k) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's work, In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- Insurance companies, named insureds and policy forms shall be subject to approval by Pontiac's Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or a policy condition, that reduces coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- m) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) <u>Disclosure of confidential information</u>. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified:
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;

- Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- I) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) <u>Failure to enforce</u>. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) <u>Final payment.</u> Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly

- agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract

payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

- 16) <u>No limitation of liability.</u> Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: CleanNet of Greater Michigan,

30665 Northwestern Highway, suite 203

Farmington Hills, MI 48334

For the City:

City of Pontiac,

47450 Woodward Ave., Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) <u>Priority.</u> The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the

services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

- Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) <u>Right to inspect facility.</u> The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) <u>City property.</u> The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the

performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) <u>Termination for convenience clause.</u>

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and

- necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).
- e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
- f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) <u>Termination upon bankruptcy.</u> This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit

- of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) <u>Unsatisfactory work.</u> If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) <u>Waiver.</u> No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 34) <u>Taxes and Contributions.</u> The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
 - a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
 - b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
 - c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons

acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.
- 35) <u>Bonds.</u> The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Michigan		CleanNet of Greater
DATE	Ву:	(Title)
		City of Pontiac
	Ву:	
DATE		(Title)

#13 RESOLUTION



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave * Pontiac, Michigan 48342 Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO:

HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM:

VERN GUSTAFSSON - PLANNING MANAGER

THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT:

CHALLENGE MANUFACTURING COMPANY

RESOLUTION APPROVING PURSUANT TO THE PROVISIONS OF PA 198 OF 1974,

ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT LOCATED ON 2501

CENTERPOINT PARKWAY | PARCEL NO. 64-19-03-200-021

RESOLUTION APPROVING OF CHALLENGE MANUFACTURING COMPANY FOR INDUSTRIAL

FACILITIES EXEMPTION CERTIFICATE FOR A NEW FACILITY

DATE:

DECEMBER 4, 2019

The City of Pontiac received an application dated October 23, 2019 from Challenge Manufacturing Company for Exemption of New Real Property under Michigan Public Act 198 of 1974 [see attached application]. The request relates to an estimated \$13,635,232 dollar real property investment the Company is making in a 57,000 square foot building addition of its manufacturing facility located in the City of Pontiac and expects to add 35 new jobs at the facility within two years of completion. Challenge Manufacturing Company is seeking a new 12 year Industrial Facilities Tax Exemption Certificate for the improvements they will be making next year. In addition, Challenge Manufacturing Company request to establish a new Industrial Development District of their entire property located on 2501 Centerpoint Parkway, parcel no. 64-19-03-200-021 [see attachment from Warner Norcross + Judd dated November 15, 2019].

2501 Centerpoint Parkway has been designed as a Brownfield in effect until 2031, but may be terminated quicker if Challenge Manufacturing Company is repaid quicker. The property assessed value at time of Brownfield designation was zero on all the property parcels. Once the Brownfield is terminated all property taxes will flow to the City's general fund. The City of Pontiac and Challenge Manufacturing Company will prepare a Development Agreement that will acceptable to all parties.

As you know, a new Industrial Development District would have to be established for Challenge Manufacturing Company to be eligible for the 50% abatement on the property taxes on the expansion and this remaining 50% would go into the Brownfield and eventually would be reimbursed to Challenge Manufacturing Company. The financial advantage to the City would benefit from, would be the ½% income tax on the 35 individuals to be hired as part of the building addition, the 150 employees backfilled into the existing operation, corporate income tax, plus any collateral benefit to businesses in the area.

ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT LOCATED ON 2501 CENTERPOINT PARKWAY, PARCEL NO. 64-19-03-200-021

Minutes of a regular meeting of the City Council of City of Pontiac, Michigan held on December 10, 2019, at Pontiac City Hall Council Chamber, 47450 Woodward Avenue, Pontiac, Michigan 48342 at 6:00 PM:

PRESENT:
ABSENT:
The following preamble and resolution were offered by: and supported by:
Resolution Establishing an Industrial Development District for Challenge Manufacturing Company
WHEREAS, pursuant to PA 198 of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within City of Pontiac, Michigan; and
*WHEREAS, Challenge Manufacturing Company has petitioned the City Council to establish an Industrial Development District on its property located in City of Pontiac, Michigan hereinafter described; and
**WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and
WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Oakland Press and/or public posting of the hearing on the establishment of the proposed district; and
WHEREAS, on December 10, 2019 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of City of Pontiac, Michigan were afforded an opportunity to be heard thereon; and
WHEREAS, the City Council deems it to be in the public interest of the City of Pontiac, Michigan to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Pontiac, Michigan that the following described parcel of land situated in City of Pontiac, Oakland County, and State of

Legal Description [see EXHIBIT A, attached]

Michigan, to wit:

AYES:
NAYS:
RESOLUTION DECLARED ADOPTED.
hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Pontiac, County of Oakland, Michigan, as a regular meeting held on December 10, 2019.
Interim City Clerk

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, an Industrial Development District located on 2501 Centerpoint Parkway, Parcel No.

64-19-03-200-021.

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREMOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W. 80.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'7" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'7" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'7" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'7" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'7" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'4" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'A" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'A" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2018.01 FEET TO A POINT OF DEFLECTION TO MASTER DEED THE POINT OF DEFLECTION TO MASTER DEED TO THE HORTH NO. 1004, AND ANY AMENOMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENOMENT TO MASTER DEED TO THE LEFT (RADIUS 25.500 FEET, AND (2) N. 00°24'4" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 25.00 FEET, CENTRAL ANGLE 27'40'50', LONG FEET, CENTRAL ANGLE 56'12'23", L RESTRICTIONS OF RECORD.

#14 RESOLUTION

RESOLUTION APPROVING OF CHALLENGE MANUFACTURING COMPANY FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR A NEW FACILITY

Minutes of a regular meeting of the City Council of City of Pontiac, Michigan held on December 10, 2019, Pontiac City Hall Council Chamber, 47450 Woodward Avenue, Pontiac, Michigan at 6:00 PM.

PRESENT:	
ABSENT:	
The following preamble and resolution were offered by	

Resolution Approving Application of Challenge Manufacturing Company for Industrial Facilities Exemption Certificate for a New Facility

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on December 10, 2019, this City Council by resolution established an Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021; and

WHEREAS, Challenge Manufacturing Company has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be installed within the Industrial Development District located on 2501 Centerpoint Parkway, Parcel No. 64-19-03-200-021; and

WHEREAS, before acting on said application, the City Council held a hearing on December 10, 2019, at City Hall Council Chamber, on 47450 Woodward Avenue, Pontiac, Michigan, at 6:00 PM, at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before December 10, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in City of Pontiac, Michigan; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Pontiac, Michigan, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Pontiac, Michigan that:

- 1. The City of Pontiac, Michigan finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Pontiac, Michigan, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Pontiac, Michigan.
- 2. The application from Challenge Manufacturing Company for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District, to wit: Legal Description [see EXHIBIT A attached] be and the same is hereby approved.

3. The City of Pontiac and Challenge Manufacturing Company will prepare a Development Agreement that will be acceptable to all parties.
4. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of twelve (12) years.
AYES:
NAYS:
RESOLUTION DECLARED ADOPTED.
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of City of Pontiac, County of Oakland, Michigan, at a regular meeting held on December 10, 2019.
Interim City Clerk

Exhibit A

Legal Description

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 28 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTH-BAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENGE S. 00736'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89'23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDIVICE ROAD (120 FEET WIDE); THENCE S. 00'36'21" W. ALONG THE WEST LINE OF OPDIVICE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00'24'47" E. ALONG THE WEST LINE OF OPDIVICE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00'24'47" E. ALONG THE WEST LINE OF OPDIVICE ROAD, 901.82 FEET TO THE NORTH-BAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 10014, AND ANY AMENOMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; (1) S. 89'35'13" W. 35.00 FEET, AND (2) N. 00'24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56'12'23", LONG CHORD BEARS S. 61'29'01" W., 202.56 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF CENTERPOINT PARKWAY (MOTH VARIES); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY (MOTH VARIES). THENCE THE FOLLOWING FIVE (5) COURSE BALONG SAID EASTERLY LIN



Challenge

Main Office - Walker Challenge Mfg. Company 3079 Three Mile Rd NVV Walker, MI 49534 Tele: 616-736-8500 - 8 Fax: 616 735-6700

October 23, 2019

City Clerk, Garland Doyle City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

Subject: Michigan Public Act 198 of 1974, as amended ("Act"); Application for Industrial Facilities Tax Exemption Certificate

Attn: City Clerk, Garland Doyle

Challenge Mfg. Company, LLC is hereby respectfully requesting two things, as follows:

First, the acceptance of the attached Application for Exemption of New Real Property under Michigan Public Act 198 of 1974. The purpose of the request relates to the estimated \$13,635,232 real property investment the Company is making in the 57,000 square foot expansion of its manufacturing facility located within the City. The site of the facility will be at 2501 Centerpoint Parkway. The Company is requesting that the acceptance of this application to help reduce some of the capital costs of the project and believes the savings will help the initial success and sustainability of the project, a situation that benefits all parties. As such, we appreciate your consideration of the Challenge Mfg. Company, LLC Public Act 198 application.

Second, the Company is also requesting that the City confirm the established Industrial Development District ("District") in a signed Resolution. The Act requires that the City provide to the State, as part of the approved Certificate Application package, a certified copy of the Resolution establishing the District. The Company's records show that the District was initially established on November 5, 1984, but neither the Company nor the City is able to locate a copy of the signed City Resolution. Therefore, we request that a new Resolution be signed by the City to confirm the existing District and the date it was initially established, so that the Company's enclosed Application complies with the requirements of the Act.

Please inform me and our legal counsel of the date and time of the public hearing to consider this Application, so that a representative of the Company will be available to answer questions. Our legal counsel contact information is as follows:

Melissa N. Collar Warner Norcross + Judd 1500 Warner Building 150 Ottawa Avenue NW Grand Rapids, MI 49503 mcollar@wnj.com (616) 752-2209

Very truly yours,

CHALLENGE MFG. COMPANY, LLC

Michael F. Rodgers
Michael F. Rodgers

CFO

Application for Industrial Facilities Tax Exemption Certificate Issued under authority of Public Act 198 of 1974, as amended. Filling is mandalory.

INSTRUCTIONS: File the original and one copy of this form and the required altachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk	of Local Government Unit			
Signature of Clerk	Date Received by Local Unit			
BUNGER DE LE COMPTE LE COM	lse Only Harris Harris 1887 (1991)			
P Application Number	Date Received by STC			
APPLICANT INFORMATION All boxes must be completed.				
1 1a. Company Name (Applicant must be the occupant/operator of the facility)	> 1b. Standard Industrial Classification (SIC) (lode - Sec. 2(10) (4 or 8 Digit Gode)		
Challenge Mfg. Company, LLC	3460			
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	1d, City/Township/Village (Indicate which)	1e. County		
2501 Centerpoint Parkway, Pontiac, Michigan, 48341	City of Pontiac	Oakland		
▶ 2. Type of Approval Requested	3a. School District where facility is located	3b. School Gode		
New (Sec. 2(5))	Pontiac	63030		
Speculative Building (Sec. 3(8)) Rehabilitation (Sec. 3(6))	4. Amount of years requested for exemption (1-	12 Years)		
Research and Development (Sec. 2(10)) Increase/Amendment	12			
5. Per section 8, the application shall contain or be accompanied by a general description tube and outlief of the restoration, replacement, or construction to be undertaken, a dimeror room is needed. See Exhibit B attached.	escriptive list of the equipment that will be part of	ll⊌ facility, Allach addilional page(s) if		
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. 6b. Cost of machinery, equipment, furniture and fixtures. * Attach itemized listing with month, day and year of beginning of Inst. 6c. Total Project Costs.	Report No. 1 Repor	3,635,232 eal Properly Costs ersonal Properly Costs 3,635,232		
* Round Costs to Nearest Dollar		ital of Real & Personal Costs		
Indicate the time schedule for start and finish of construction and equipment installaticertificate unless otherwise approved by the STC.	ion. Projects must be completed within a two yea	r period of the effective date of the		
••	End Date (M/D/Y)			
14/05/2010 08/	lantanan era	T-1		
West Library improvements .	E EZ Ounge			
Personal Property Improvements	→ X Owned	Leased		
▶ 8, Are State Education Taxes reduced or abaled by the Michigan Economic Develop Commitment to receive this exemption. Yes No	oment Corporation (MEDC)? If yes, applicant mu	st atlach a signed MEDC Letter of		
> 9. No. of existing jobs at this facility that will be retained as a result of this project, N/A - No impact to existing jobs	₹ 10, No. of new Jobs at this facility expected to 35	create within 2 years of completion.		
11. Rehabilitation applications only: Complete a, b and c of this section. You must atlac obsolescence statement for property. The Taxable Value (TV) data below must be as or	h the assessor's statement of SEV for the entire f December 31 of the year prior to the rehabilital	plant rehabilitation district and on.		
a. TV of Real Property (excluding land)				
b, TV of Personal Property (excluding inventory)				
c. Total TV				
12a. Check the type of District the facility is located in:				
Industrial Development District Plant Rehabit	litation District			
12b, Date district was established by local government unit (contact local unit)) 12c, is this application for a speculative build Yes No	ng (Sec. 3(8))?		

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the Issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

Certificate by the State Tax Commiss		I unit of government and the	é issuance of an Industrial Facilities Exemplion		
13a. Preparer Name	13b, Telephone Number	13c, Fax Number	13d. E-mail Address		
Michael F. Rodgers	(616) 735-6559				
14a. Name of Contact Person 14b. Telephone Number		14c. Fax Number	14d. E-mail Address		
Michael F. Rodgers	(616) 735-6559				
15a, Name of Company Officer (No Aut Michael F. Rodgers	horized Agents)				
16b. Signature of Company Officer (No Au	therized Assotal	15c, Fex Number	ACA 7) alm		
Mitthey T. Rea		isc. rax remper	15d. Date 10/23/2019		
▶ 150. Malling Address (Street, City, State	z/ŹIP Code)	151. Telephone Number	15g, E-mail Address		
3200 Fruit Ridge Avenue, N	W Walker, MI 49544	(616) 735-6500			
at the Local Unit and those included w	e clerk of the local governing unil befo ith the submittal.	ore submitting application t	•		
After Completion Yes [y-command .	lion plus attachments, and one complete copy		
Denied (Include Resolution De	nying)	2. Resolution establishing district 3. Resolution approving/denying application. 4. Letter of Agreement (Signed by local unit and applicant)			
4, Lease Agreement showing a	ilcable nearing establishing a district, of opportunity for a hearing, fied for district and application action,	5. Affidavit of Fees (Signed by local unit and applicant) 6. Building Permit for real improvements if project has already begun 7. Equipment List with dates of beginning of installation 8. Form 3222 (if applicable) 9. Speculative building resolution and affidavits (if applicable)			
16c. School Code					
17. Name of Local Government Body		18. Date of Resolution A	pproving/Denying this Application		
Attached hereto is an original applic unit for inspection at any time, and t			locuments listed in 16a are on file at the local		
19a. Signature of Clerk	19b. Name of Clerk		19c. E-mail Address		
19d. Clerk's Mailing Address (Street, City, S	late, ZIP Code)				
19a. Telephone Number		19f. Fax Number			
State Tax Commission Rule Number 5 ach year will be acted upon by Decen ocal Unit: Mail one original of the com dichigan Department of Treasury state Tax Commission	nber 31. Applications received after O	clober 31 may be acled u	d by the State Tex Commission by October 31 oon in the following year.		

PO Box 30471 Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY						
F LUCI Code F Regin Date Real		▶ Begin Date Personal	> End Date Real	▶ End Date Personal		

EXHIBIT A

Property

LEGAL DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 8-11 AND PART OF BELT LINE RAIL ROAD, AS PLATIED, A PART OF "ASSESSORS" PLAT NO. 110", A PART OF SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N., R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN: THENCE S. 00'36'21" W. ALONG THE EAST LINE OF OAD SECTION 3, 1215,50 FEET; THENCE N. 89'23'39" W. 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE); THENCE S. 00'36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00'24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16567, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINUM PLAN NO. 1004, AND ANY AMENOMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS, THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, AND 40 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINUM: (1) S. 89'35'3" W. 35.00 FEET, AND (2) N. 00'24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56'12'23", LONG CHORD BEARS S. 61'29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, TO THE POINT OF BEGINNING: THENCE CONTINUING ALONG THE NORTH LINE OF CENTERPOINT BUSINESS CAMPUS CONDOMINION. N. 89'00'24" W., 706.20 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING ALONG THE NORTH LINE OF CENTERPOINT PARKWAY (MIDTH VARIES); THENCE THE FOLLOWING FIVE (5) COU

A legal description for the Property as provided by Vern Gustafsson is also attached on the pages that follow.





(64) 19-03-200-021

CVT: City of Pontiac	PIN: (64) 19-03-200-021
	Parcel Type: Land
Add Date; 6/23/2014 2, 26:52 PM	Delete Date:
是自己的数据,这一类型整理器。这个数据,这是一种自己的。	Last Activity: 3/2/2016 11:31:43 AM

Tex	Description of the state of the
i .	T2N, R10E, SEC 3
2	ASSESSORS PLAT NO. 110
3	PART OF THE PART O
4	LOTS 8 THRU 11 INCL &
5	PART OF BELT LINE RR
6	ALL DESC AS
7	BEG AT PT DIST
8	S 00-36-21 W 1215.50 FT &
9 .	N 89-23-39 W 60 FT &
10	S 00-36-21 W 2060,01 FT &
11	S 00-24-47 E 901.82 FT &
12	S 89-35-13 W 35 FT &
13	N 00-24-47 W 20 FT &
14	S 61-29-01 W 202.56 FT &
15	S 62-11-13 W 216.83 FT &
	N 89-00-24 W 706.20 FT
17	FROM NE SEC COR,
18	TH N 89-00-24 W 716:42 FT,
19	TH N 45-10-30 W 432.89 FT,
	TH ALG CURVE TO RIGHT,
21	RAD 400 FT, CHORD BEARS
22	N 07-58-11 W 483-74 FT, DIST OF 519.48 FT,
23	DIST OF 519.48 FT,
24	TH N 29-14-08 E 299.59 FT,
25	TH ALG CURVE TO LEFT,
26	RAD 750 FT, CHORD BEARS N 15-19-08 E 360.76 FT,
27	N 15-19-08 E 360.76 FT,
28	DIST OF 364.33 FT;
29	TH N 01-24-09 E 423,92 FT;
30	TH 5 89-00-24 E 870 FT,
31	TH S 00-59-36 W 1815 FT
32	TO BEG
33	4-15-14 FR 019

Leni Sever	ALITERY P Pa PIN	reds Status	bate			Ç PIN	ilid Status	Date:	SOM: Date
54	19-03-200-019	Inactive	06/23/14	64	19-03	-200-021	Active	06/23/14	04/16/14





(64) 19-03-200-021

Ader Primary Malling Address	Site	Addressee(5)	Address
23	-	Challenge Pontiac	3200 Fruit Ridge Ave NW Walker MI 49544-9707
	۵		2501 Centerpoint Pkwy Pontiac MI 48341

Stell Sevan	ted PIPC	Parcel Type	Status
64	IN-14-100-447	Special Act	Active
64	99-00-015-086	Business Account	Active

Address Info Legend

Primary Mailing

Primary Site

⑥ = Extra Site ★ = Primary

♦ = Secondary = Care Of

St = Other
Black = Individual
Brown = Organization
Green = Trust

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, MUST be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.):

- 1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
- 2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
- 3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
- 4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. (The local unit must verify that the school district listed on all IFT applications is correct.)]

- 1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
- 2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
- 3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
- 4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit—see sample).
- 5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).
- Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - Fiscal Statement for Tax. Abatement Request.)

The following information is required for rehabilitation applications in addition to the above requirements:

- A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/ year, and costs or expected costs.
- 2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

- 1. A certified copy of the resolution to establish a speculative building.
- 2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Exhibit B

Detailed Description

Challenge Mfg. Company, LLC ("Challenge", or the "Company") is a manufacturer of welded assemblies and engineered metal formed products for the automotive industry. Challenge was founded in 1981 and currently operates five Michigan-based production facilities, including three in Walker, MI (where the company is headquartered), and one in Holland, MI. The company currently has approximately 2,065 Michigan-based employees, and is a valued tier-1 supplier to several automotive Original Equipment Manufacturers.

The Pontiac, MI facility, which launched in 2016, was the first Challenge facility in Southeast Michigan. The existing facility is 360,000 sq. ft manufacturing facility houses robotic assembly of several component parts to be sold to an OEM production facility in the metro-Detroit area. Due to recent new business awards, Challenge is seeking to expand its operations on the 40-acre site on the southwest corner of a 160-acre vacant property that previously housed General Motors' Pontiac assembly plant site.

As part of the Project referenced in this PA 198 application, Challenge plans to invest an estimated \$13,635,232 to expand its local capabilities to include metal stamping. The press room and supporting infrastructure is estimated to require a 57,000 addition to the current building.

Challenge anticipates creating 35 new jobs from the investment in the Pontiac site, all of which will be above the local living wage and include a mix of both higher-paying skilled positions and unskilled jobs with a lower barrier to entry.

Exhibit C

Real Property Schedule

Construction Description	Beginning Date of Installation	Expected Completion of Installation	Expected Cost
Earthwork & Utilities	11/5/2019	4/6/2020	2,229,565
Concrete	12/3/2019	5/29/2020	4,072,493
Structural Steel	3/3/2020	4/13/2020	3,326,205
Masomy	5/4/2020	7/10/2020	99,079
Woods, Plastics, Composites	4/14/2020	5/25/2020	37,291
Thermal & Moisture	11/5/2019	5/22/2020	1,263,475
Openings	12/31/2019	7/10/2020	164,490
Finishings	6/1/2020	7/10/2020	321,405
Specialties	11/5/2019	5/25/2020	7,833
Pire Supression	4/28/2020	5/20/2020	201,670
Plumbing	4/28/2020	6/2/2020	578,891
Heating, Ventilating, and Air Conditioning	4/28/2020	6/2/2020	466,875
Electrical	4/28/2020	6/2/2020	865,960

Total \$ 13,635,232

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS of TITLES
held by the state of any individual pashost the within description
and pil taxes on same are paid for live years praylous to the
date of this instrument as appears by the records in the office
except as stated.

MAY 2 9 2014

mb 1.00

ANDREW E. MEISNER, County Treasurer Sec. 135, Act 206, 1893 as amended 105037
LIBER 47091 FAGE 571
\$16.00 DEED - CORBINED
\$4.00 RENORMHENTATION
08/04/2014 07:56:15 A.N. RECEIPT\$ 52130
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

004665

COVENANT DEED 3

THIS INDENTURE is made on May 20, 2014 between MMP GROUP-ASSEMBLY, LLC, a Michigan limited liability company, with an address at 1999 Centerpoint Parkway, Suite 300, Pontiac, Michigan 48341 ("Grantor"), and CHALLENGE PONTIAC, LLC, a Delaware limited liability company, with an address at 3079 Three Mile Road NW, Walker, Michigan 49534 ("Grantee").

WITNESSETH, That Grantor, for and in consideration of the sum of ten dollars and 00/100 (\$10.00) and other good and valuable consideration (see Real Estate Transfer Tax Valuation Affidavit filed herewith) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, conveyed, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, convey, bargain, sell, remise, release, alien and confirm unto Grantee, and to its heirs and assigns, forever, all of that certain piece or parcel of land situated, lying and being in the City of Pontiac, Oakland County, Michigan more particularly described on Exhibit A attached hereto (the "Property") subject to matters of zoning, easements, restrictions and rights-of-way of record and the lien for taxes and assessments not yet due and payable; together with all and singular the hereditaments and appurtenances thereunto belonging or in any way appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all estate, right, title, interest, claim or domand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto Grantee, its heirs and assigns, forever, And Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, its heirs and assigns, that Granter has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the promises hereby granted, or any part hereof, is, are or shall, or may be charged or encumbered in title estate or otherwise howsoever, except as hereinabove recited.

SIGNATURE AND NOTARIZATION ON THE FOLLOWING PAGE.

CHECKING COMPLETED AT REGISTER OF DEEDS

JUN 02 2014

Register of Deeds
Oakland County, MI

REVENUE TO BE AFFIXED AFTER RECORDING

ÖK - LG

7s

SIGNATURE PAGE TO COVENANT DEED

Executed on May 20, 2014.		MMP GROUP-ASSEMBLY, LLC, a Michigan limited liability company		
		By: Thomas Dyz Its: Authorized S		
STATE OF MICHIGAN COUNTY OF LAND) ss 	•		
The foregoing instrument was Authorized Signatory of MMP act and deed on behalf of said li PATRICIA L. LO Notary Public, State of County of Way My Commission Explositio Acting in the County of Laket	Group-Assembly, mited liability con VE Michigan N, 16, 2017	, LLC., a Michiga	County M	
County Treasurer's Certificate			City Treasurer's Certificate	
When recorded return to: John V. Byl, Beq. Warner Norcross & Judd LLP 111 Fifth Third Center Suite 900 Grand Rapids, M1 49503-2487	bills t Grant		Drafted by: Thomas R. August, Esq. Jackier Gould, P.C. 121 W. Long Lake Rd., Suite 200 Bloomfield Hills, MI 48304 (248) 642-0500	
Recording Fee;	\$			
Tax Parcel Nos.:		············		
State Transfer Tax:	See Real Estate	Fransfer Tax Value	ntion Affidavit	
County Transfer Tax:		Transfer Tax Value	ntion Affidavit	
When Recorded Return Tille Source, Inc Commercial Team 662 Woodward Avent Detroit, MI 48226	10			

EXHIBIT A LEGAL DESCRIPTION

Land Situated in the City of Pontiac in the County of Oakland in the State of MI

DESCRIPTION OF PROPOSED CENTERPOINT CHALLENGE PARCEL:

Being all that part of Lots 8-11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed by Nowak & Fraus 04-05-07), Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan: Thence South 00 degrees 36 minutes 21 seconds West along the East line of said Section 3, 1215.50 feet; thence North 89 degrees 23 minutes 39 seconds West 60,00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide); thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.01 feet to a point of Deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of Centerpoint Business Campus Condominium, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eighth Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, and 40 of said Centerpoint Business Campus Condominium: (1) South 89 degrees 35 minutes 13 seconds West 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20,00 feet, and (3) 210,91 feet along a curve to the left (radius 215,00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 706.20 feet to the point of beginning; thence continuing along the North line of Unit 40 and 24 of said Centerpoint Business Campus Condominium, North 89 degrees 00 minutes 24 seconds West, 716.42 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following five (5) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degrees 24 minutes 09 seconds East, 423,92 feet; thence leaving the Easterly line of Centerpoint Parkway, South 89 degrees 00 minutes 24 seconds East, 870.00 feet; thence South 00 degrees 59 minutes 36 seconds West, 1815.00 feet back to the point of beginning.

Together with an easement for ingress, egress and utilities as set forth in an Easement Agreement between MMP Group-Assembly, LLC and Challenge Pontiac, LLC, dated May 21, 2014 and recorded on May 27, 2014 in Liber 4700 Page 25, Oakland County Records.

PIN: 19-03-200-021

Developer

WALBRIDGE 773 WOODWARD AVENUE SUITE 100

DETROIT, MICHIGAN 48226 CONTACT: MIX JOHN LIMPNMERG

PHONE: (313) SIGNESS EMAIL: PLINENBERG & WALBRIDGE COM

Civil Engineer

NOWAK & FRAUS ENGINEERS INTEL WOODWARD AVENUE FONTIAC MECHICAN 4850 CONTACT: MR. JASON R. LONGHERST, P.C.

PHONE: (248) 712-7213 EMAIL: FLONGHURSTENITH ENGRICOM

Landscape Architect

NOWAK & FRAUS ENGINEERS 46777 WOODWARD APENUE

PONTACL MICHIGAN 4502 CONTACE MIC GEORGIE A OSTROWSKI, REA, LIEBD AP

HIGHE (149) STEPAR ENALT: GOTSTROWSKIENPE-PROK.COM

City of Pontiac, Oakland County, Michigan PRELIMINARY SITE PLAN DOCUMENTS Prepared For WALBRIDGE

PART OF THE SOUTHEAST 1/4 OF SECTION 3, CITY OF PONTIAC.



REVISIONS: 2019-12-20 TESUED FOR OWNER REVIEW

- Coust Stast Topographic Survey
- Overall Site Plan Site Plan

Project Name

CHALLENGE MANUFACTURING **BUILDING ADDITION**



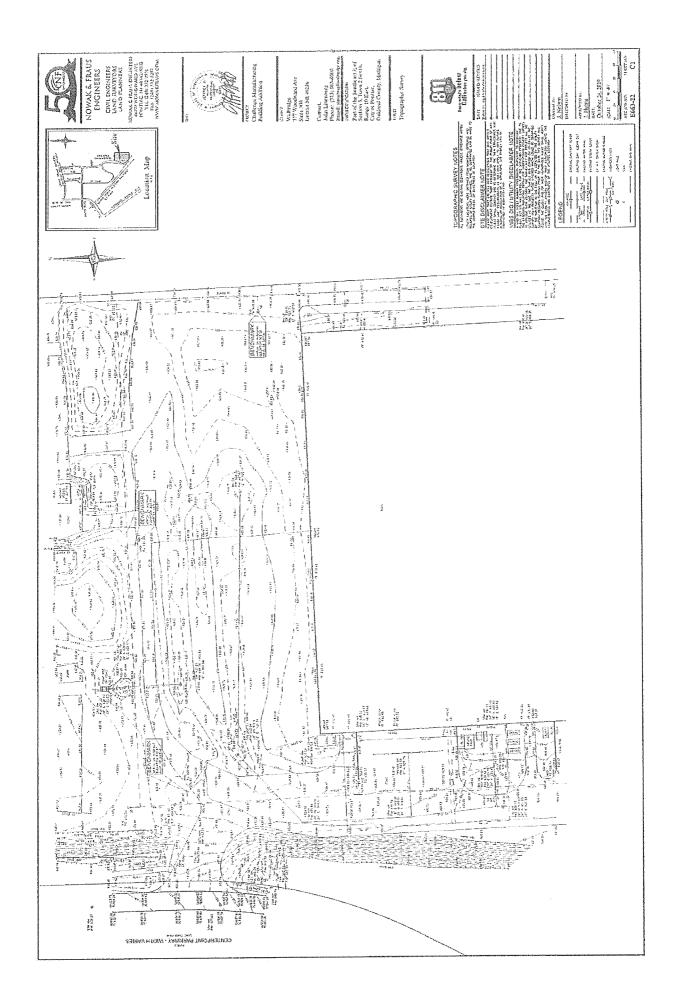


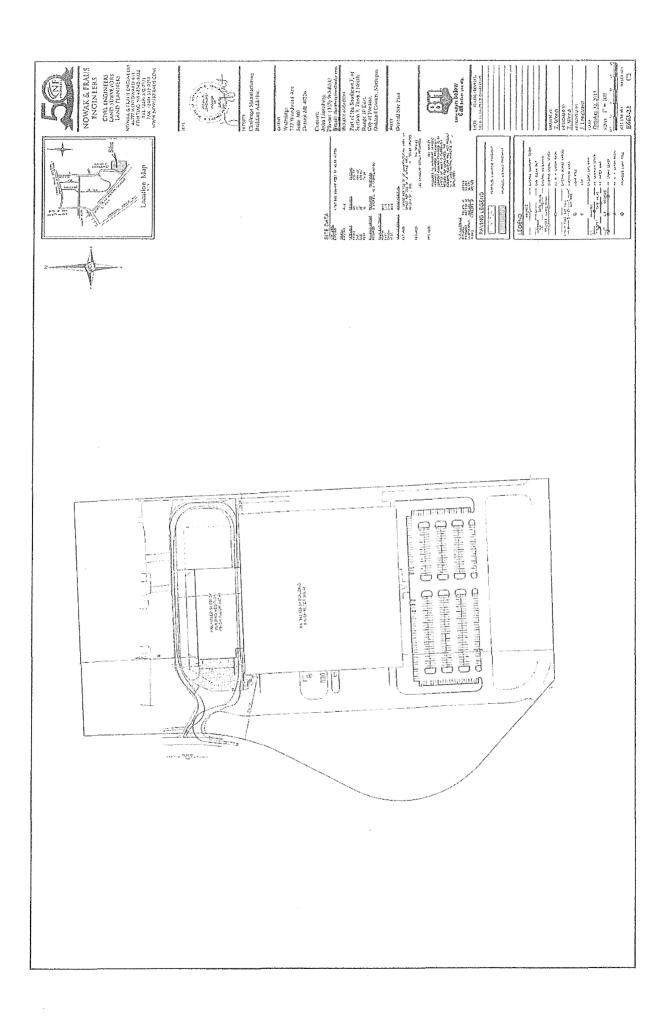


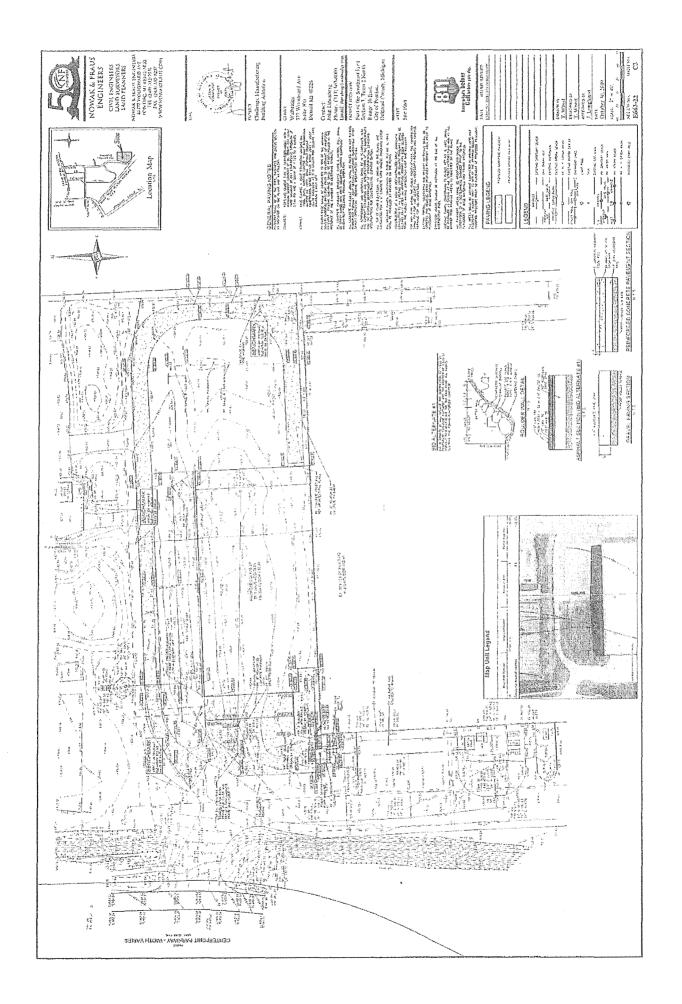


CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS

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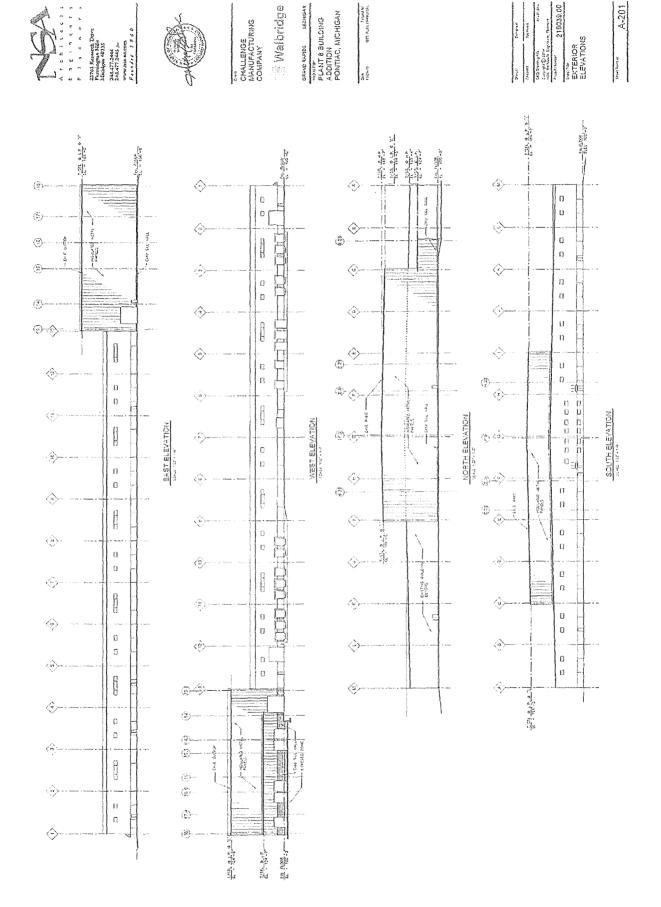
DRAND RAPIGS MICHGAU
PRANT 8 BUILDING
ADDITION
PONTIAC, MICHIGAN

Walbridge

COMPANY

| December | Description | Des

A-101



#15 RESOLUTION



City of Pontiac Economic/Community Development Department

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jane Bais DiSessa, Deputy Mayor

CC: Irwin Williams, Chief Financial Officer, Plante Moran

DATE: December 4, 2019

SUBJECT: Resolution to approve the Community Development Block Fund Allocation for Program Year 2020.

Based on input received during the City Council meeting held December 3, 2019, the following is a program allocation resolution for approval of the Community Development Block Grant (CDBG) Program Year (PY) 2020:

WHEREAS the City Council has received the Community Development Department recommendations for projects for the CDBG PY 2020; and

WHEREAS the City Council held a public hearing on the proposed allocations for PY 2020 on December 3, 2019, and

WHEREAS the Community Development Department has recommended that the 2020 CDBG funding allocation of \$799.257.00 be allocated as follows:

- \$265,000.00 Senior Centers for the replacement of parking lots for the City's Senior Centers (Robert Bowen's and Ruth Peterson);
- \$234,257.00 for Sidewalk Repairs throughout the City of Pontiac;
- \$250,000.00 for Rehabilitation Multi-Unit Residential for the Pontiac Housing Commission's RAD project, Carriage Circle; and
- \$50,000.00 for Public Services General House Keeping to assist Senior Citizens to "age in place" and continue an independent lifestyle.

NOW BE IT THEREFORE RESOLVED that the Pontiac City Council approve the submission of the CDBG PY 2020 application with the proposed allocations to the Oakland County Community and Home Improvement Division.

The deadline for formally submitting our application to the Oakland County Community and Home Improvement Division is December 13, 2019. Failure to submit this application as requested may result in the loss of CDBG funding for the City of Pontiac. Also, please note that CDBG PY 2020 funds will not be available for use until sometime in November/December 2020, and may be increased and/or decreased depending on federal funding allocation.

JBD

#16 RESOLUTION



CITY OF PONTIAC Department of Building Safety & Planning PLANNING DIVISION

47450 Woodward Ave | Pontiac, Michigan 48342 TELEPHONE: (248) 758-2800

Mayor Deirdre Waterman

TO:

HONORABLE MAYOR, COUNCIL PRESENT, AND CITY COUNCIL

FROM:

VERN GUSTAFSSON, PLANNING MANAGER

THROUGHT THE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA

SUBJECT:

7MA 19-15

ZONING MAP AMENDMENT

ETKIN MANAGEMENT LLC

3111 CENTERPOINT PARKWAY | PIN 64-19-03-427-007

C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING

DATE:

NOVEMBER 18, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. At the November 4, 2019 meeting of the Planning Commission recommended to City Council the approval of the Zoning Map Amendment.

Existing Land Uses

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

Master Plan

According to the City's 2014 Master Plan Update, Pontiac is staking a claim to a new destiny. It is a City with extraordinary assets and bright economic prospects on which to build a revised destiny. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

Rezoning Criteria

The Pontiac Planning Commission must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

 Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.

2. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

The existing site itself is not conducive to develop as a suburban commercial use. It is clear that the small, irregular shape parcel could not provide a reasonable return on investment.

4. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.

5. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.

The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.

- 6. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.
 - Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
- 7. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.
 - The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.
- 8. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.
 - With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.
- 9. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use. It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.
- 10. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

 The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

Recommendation

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, the Planning Commission request City Council to approve the following resolution to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.

ZA 19-15 - Zoning Map Amendment Address: 3111 Centerpoint Parkway

Parcel: 64-19-03-427-007

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 3111 Centerpoint Parkway, identified as Parcel No. 64-19-03-427-007 from Etkin Management LLC and the applicant's petition is for the rezoning of the aforementioned parcel; and

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

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, 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 November 6, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 3111 Centerpoint Parkway approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing; 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 19-15) request for 3111 Centerpoint Parkway, also known as Parcel No. 64-19-03-427-007, to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing.



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

Mayor Deirdre Waterman

TO:

PONTIAC PLANNING COMMISSION

FROM:

VERN GUSTAFSSON, PLANNING MANAGER

PLANNING DIVISION

SUBJECT:

ZMA 19-15

ZONING MAP AMENDMENT

ETKIN MANAGEMENT LLC

3111 CENTERPOINT PARKWAY | PIN 64-19-03-427-007

C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING

DATE:

OCTOBER 21, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. The rezoning would ensure that the proposed Self Storage Facility is properly zoned. In accordance with Section 6.802 of the City Zoning Ordinance, the request for Zoning Map Amendment requires a technical review, Public Hearing, recommendation by the Planning Commission, and a final decision by City Council.

Summary

- 1. The applicant requests rezoning the subject site from C-4 Suburban Commercial to M-1 Light Manufacturing.
- 2. The Master Plan identifies the subject site as Entrepreneurial: Industrial, Commercial & Green. The proposed zoning designation is consistent with this future land use designation.
- 3. The subject property is compatible with M-1 zoning standards.
- 4. If the Zoning Map Amendment is approved, the applicant would be required to comply with Article 6, Chapter 2, and Section 6.204 Site Plan Review of the Pontiac Zoning Ordinance.

Existing Land Uses

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

Master Plan

According to the City's 2014 Master Plan Update, Pontiac is staking a claim to a new destiny. It is a City with extraordinary assets and bright economic prospects on which to build a revised destiny. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

Rezoning Criteria

The Pontiac Planning Commission must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.

2. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

The existing site itself is not conducive to develop as a suburban commercial use. It is clear that the small, irregular shape parcel could not provide a reasonable return on investment.

- 4. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values:
 - The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.
- 5. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.
- 6. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.
 - Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
- 7. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.
 - The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.
- 8. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.
 - With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.
- 9. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use. It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.
- 10. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

 The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

Recommendation

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, we suggest that the Planning Commission consider recommending to City Council the request from Etkin Management LLC to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009 TELEPHONE: 248.758.2800 | FAX: 248.758.2827



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342 T: 248.758.2800 F: 248.758.2827

Property/Pr	roject Address: 3111 Centerpoint Parkway	Office Use Only			
Sidwell Number: 19-03-427-007		PF Number:			
Date:			j		
Planning at lea all respects wit consideration be review process		mission meeting. Applications must be complete etc. Planning staff will schedule the application to	in for		
Applicant (please print or type)					
Name	Etkin Management, LLC; Agent for Owner				
Address	150 W. 2nd Street, Suite 200				
City	Royal Oak				
State	Michigan				
ZIP Code	48067				
Telephone	Main: (248) 358-0800 Cell:	Fax: (248) 358-2180			
E-Mail	jsuardini@etkinllc.com				
Name of Property between S.C. The property Proposed Z.C. It is proposed The subject	Property Information Oposed Development: Centerpoint Self Storage Factoroperty is location at 3111 Centerpoint Parkway on the opdyke Rd and Woodward Ave Ty is zoned: C-4 Coning District: M-1 Ced that the property will be used as: A Self Storage Factor at 3111 Centerpoint Parkway on the opdyke Rd and Woodward Ave Ty is zoned: C-4 Coning District: M-1 Ced that the property will be used as: A Self Storage Factor at 3111 Centerpoint Business Campus Condom	e N/S/E/W side of Centerpoint Parkway age Facility de sidwell numbers):			

State of Michigan County of Oakland

On this __day of _____, A.D., 20 ____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

#17 RESOLUTION



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave a Pontiac, Michigan 48342 Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL

FROM: VERN GUSTAFSSON, PLANNING MANAGER

THROUGH THE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA

RE: VSA 18-06 STREET VACATION - CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke

Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022,

19-03-200-023 and 19-03-226-004.

DATE: NOVEMBER 18, 2018

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004. At the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive.

- 1. APPLICANT: 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC
- 2. REQUEST: To vacate West Campus Drive and the south half of East Campus Drive on or adjacent to 4GW Real Estate Investments LLC properties and vacate the north half of East Campus Drive adjacent to the south edge of 3937 Campus Drive Investments LLC development.
- 3. **LEGAL DESCRIPTION:** See attached legal description dated August 12, 2019 prepared by David P. Smith & Associates.
- **4. RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:** The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants

have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

5. ADMINSTRATIVE REVIEW COMMITTEE COMMENTS: The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

6. PLANNING STAFF FINDINGS:

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by Campus Drive.
- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

VSA 18-06

CAMPUS DRIVE - BETWEEN CENTERPOINT PARKWAY AND OPDYKE ROAD

RESOLUTION

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission at the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive; and

WHEREAS, the Pontiac City Council requires that all permanent utility easements be obtained and recorded after City Council approval; and

WHEREAS, the Pontiac City Council require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road; and

WHEREAS, the Pontiac City Council require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive; and

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Pontiac approve the Planning Commission recommendation to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342 Telephone: (248) 758-2800

Mayor Deirdre Waterman

TO: PONTIAC PLANNING COMMISSION

FROM: VERN GUSTAFSSON PLANNING MANAGER

DATE: OCTOBER 21, 2019

RE: VSA 18-06 STREET VACATION - CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke

Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022,

19-03-200-023 and 19-03-226-004.

1. APPLICANT: 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC

- 2. REQUEST: To vacate West Campus Drive that cross 4GW Real Estate Investments LLC properties and vacate East Campus Drive that runs along the south edge of 3937 Campus Drive Investments LLC development.
- 3. **LEGAL DESCRIPTION:** Vacation of the westerly part of West Campus Drive lying west of Enterprise Drive to Centerpoint Parkway abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023, 19-03-200-023 and 19-03-226-004 [see attached legal description dated August 12, 2019 prepared by David P. Smith & Associates].

4. RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:

The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

5. ADMINSTRATIVE REVIEW COMMITTEE COMMENTS:

The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

6. PLANNING STAFF FINDINGS:

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by the right-of-way proposed for vacation.
- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

7. RESOLUTIONS FOR APPROVAL AND DENIAL:

Resolutions for approval and denial are attached for your consideration.

PONTIAC PLANNING COMMISSION REQUEST FOR STREET VACATION RESOLUTION OF DENIAL

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that the existing street right-of-way contain utilities, and the right-of-way may be required to service these utilities; and

NOW, THEREFORE BE IT RESOLVED that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road hereby recommended for <u>denial</u> to the City Council.

STATE OF MICHIGAN) COUNTY OF OAKLAND)

PONTIAC PLANNING COMMISSION REQUEST FOR ALLEY VACATION RESOLUTION OF APPROVAL

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that all permanent utility easements be obtained and recorded prior to City Council approval; and

WHEREAS, the Pontiac Planning Commission require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

WHEREAS, the Pontiac Planning Commission require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive.

NOW, THEREFORE BE IT RESOLVED on November 6, 2019, that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004, is hereby recommended for <u>approval</u> to the City Council, subject to the property owners providing any and all necessary permanent utility easements and the property owners will salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.



October 24, 2019

Attn: Mr. Donovan Smith City of Pontiac Planning Commission 47450 Woodward Avenue Pontiac, Michigan 48342

Re: Vacation of Street/Alley - 2000 Centerpoint - Campus Drive

Dear Mr. Smith:

Please be advised the Oakland County Water Resources Commissioner's office has a water supply system and sanitary sewer system under its jurisdiction located within the proposed street vacation.

Therefore, this office objects to the street vacation unless an easement is reserved for the benefit of the County of Oakland for operation, maintenance, repair or replacement of the water supply system and sanitary sewer system.

If you have any questions, please feel free to contact me.

Sincerely,

Jeffrey S. Parrott

Right of Way Supervisor
parrottj@oakgov.com
248-452-2162



Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning
47450 Woodward Ave, Pontiac, MI 48342
T: 248.758.2800 F: 248.758.28

F: 248.758.2827 Property/Project Address: Office Use Only PF Number: Sidwell Number: Instructions: Applications for vacation or closure of street, alley, easement or Public right-of-way shall be filed with the Office of Land Use and Strategic Planning along with a \$1,500.00 fee and a map of the area requested for vacation at least 30 days before the regularly scheduled Planning Commission Meeting. Applications shall be signed by property owners abunting the street or alley requested for vacation where possible. Incomplete applications will delay the review process. Recommendation of the Planning Commission will be forwarded to the City Council for final action. Applicant (please print or type) Name Address City State ZIP Code Main: 248: 624, 5200 Cell: 248, 960, 2762 Telephone gschopa@ 4gwre1,com E-Mail The subject property is legally described as follows (include sidwell numbers): I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary): Street & Number Lot No. & Subdivision Name Signature 4600 RELUX KEPRESENTATIVE

	on for Vacation of Right of Way or Easement:	

	Attached is a map indicating the area for which vacation is requested and the location the applicants property.	of
	49W REDL ESTATE MMESTALANTS, LLC	
	Signature of Applicant GREY SCHOPA Vice PRESISENT	
	Signature of Applicant GARY SCHOPA Whee PRESISENT	

State of Michigan County of Oakland

On this 23 day of AUGUST AD. 20.12 before me personally appeared the above named person, who being duly aworn, stated he she has read the foregoing application, by hundres signed, and know the contents thereof, and that the same is true of itselfer own knowledge, except as by the matters therein stated to be upon information and belief and so as to those matters have believes it to be true.

Notary Public. Oakland County, Michigan
My Commission Expires JVNE 10, 207)

LEANN BAER
Notary Public - Michigan
Oakland County
My Commission Expires Jun 10, 2021
Acting in the County of

- 8-20-2019 pm
- A) BOTH ADJOINING OWNERS:
- 1)4GW REAL ESTATE INVESTMENTS LLC
- 2) 3937 Campus Drive Investments LLC
- B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF
- "CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "OCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE ¼ OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE "BY DAVID P. SMITH & ASSC., INC, JOB # 18-051501 DATED 8-12-2019.

THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

- C) THE VACATION WIL ACCOMODATE FUTURE EXPANSION OF EACH SITE.
- D) ALL ADJOINING PARCEL HAVE ACESS TO PUBLIC ROADS.
- E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE DRAIN COMMSION OF OAKLAND COUNTY.
- F) ALL OTHER EXISTING UTILITIES ARE PRIVATE.



Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning 47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/P	roject Addro	288;		Office Use	Only
Sidwell Nu	Number:			PF Number	
Date:		_			
Office of Land days before th the street or Recommendat	Use and Strate e regularly sche alley requeste	gic Planning along v duled Planning Com d for vacation wh ing Commission wil	vith a \$1,500 unission Mee ere possible	.00 fee and a map of the a ting. Applications shall be	right-of-way shall be filed with rea requested for vacation at leas e signed by property owners abut as will delay the review proc final action.
Name	3937 Cam	ipus Drive Investi	ments, LLC		
Address	150 W. 2r	d Street, Suite 20	00		and the same of th
City	Royal Oak				
State	Michigan				
ZIP Code	48067		-		
Telephone	Main: 248-3	58-0800	Cell:		Fax: 248-358-2180
E-Mail			<u>'</u>		410 410
I (We) the t Right-of-W	See attache indersigned, ay or Easem	do hereby respect described al	ectfully pe	h additional sheet if r	ntiac for vacation of the necessary):
Na	me	Street & Nu	umber	Lot No. & Subdivis	ion Signature
Douglas M. E	Etkin				
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the applican	n map indicating the area for which vacation is requested and the location is property. しょみ スナ
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State of Michigan County of Oakland

On this day of Addition A.D., 20 14, before me personally appeared the above named person, who being duly sworn, stated helsfile has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge; except as to the matters therein stated to be upon information and belief and so as to those matters helshe believes it to be true.

Notary Public, Ookland County, Michigan My Commission Expires: 1/21/2024

PAMELA OLIVERIO
Notary Public - Michigan
Oakland County
My Commission Expires Jul 21, 2020
Acting in the County of

8-20-2019 pm.

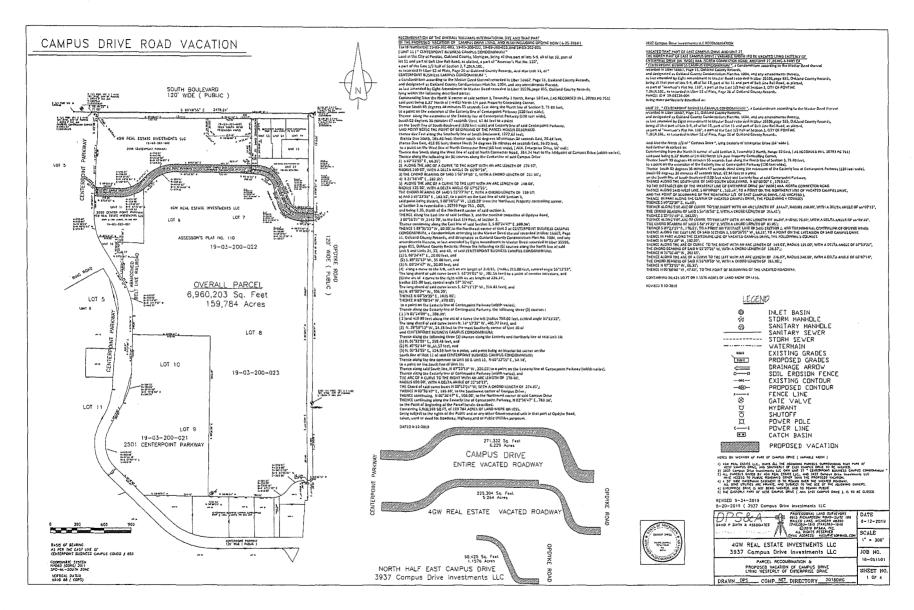
- A) BOTH ADJOINING OWNERS:
- 1)4GW REAL ESTATE INVESTMENTS LLC
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- B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF
- "CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "QCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE 1/4 OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

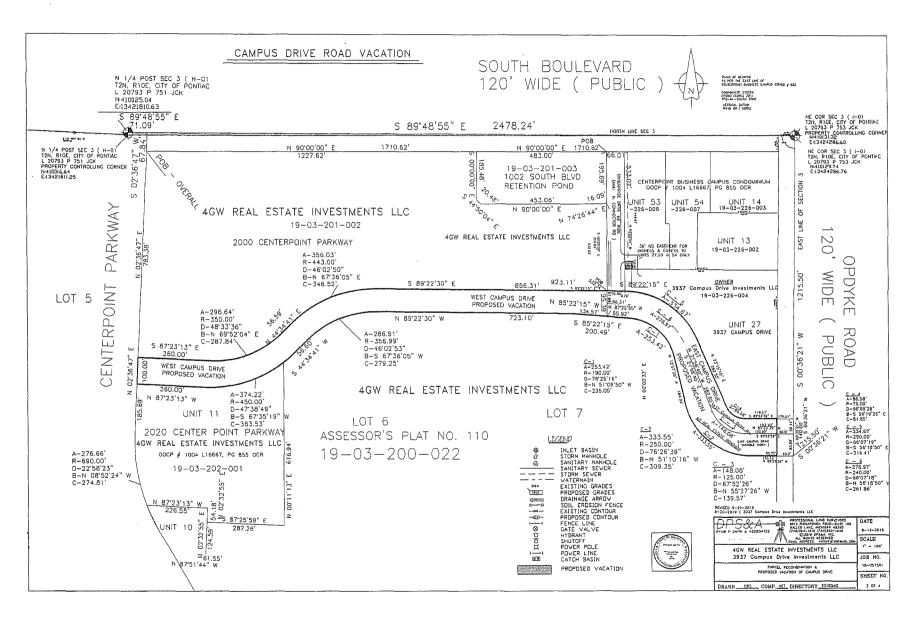
AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE" BY DAVID P. SMITH & ASSC., INC, JOB # 18-051501 DATED 8-12-2019.

THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

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- E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE DRAIN COMMISSION OF OAKLAND COUNTY.
- F) ALL OTHER EXISTING UTILITIES ARE PRIVATE.



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REVISED 8-12-2019

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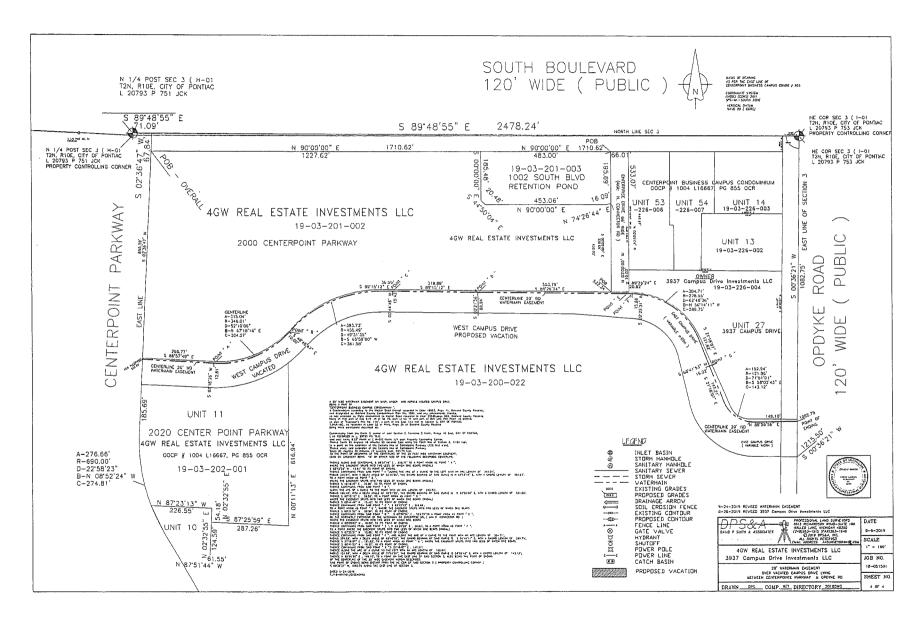
CONTAINING 229,304 SO FT OR 5.254 ACRES OF LAND MORE OR LESS.



8-20-2019 (3937 Gampus Drive investments LLC

8-12-2019 SCALE 1" - 300' JOB NO. 18-051501 SHEET NO. 3 of 4	
MANNU DE CONP. AND DIRECTORY OF THE CONF. A TRANSPORTE ENTRY CONF. AND THE CONF.	

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#18 RESOLUTION



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave, Pontiac MI 48342 T: 248.758.2800 | F: 248.758.2827

Mayor Deirdre Waterman

TO:

HONORABLE MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL

FROM:

VERN GUSTAFSSON, PLANNING MANAGER

THROUGH THE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA

SUBJECT:

CITY OF PONTIAC FEE SCHEDULE REVISION

HISTORIC DISTRICT COMMISSION ADMINISTRATIVE REVIEW REDEVELOPMENT LIQUOR LICENSE APPLICATION REVIEW

DATE:

NOVEMBER 18, 2019

Following review of several Michigan communities, we recommend two Fee Schedule adjustments; Historic District Commission Administrative Review and Redevelopment Liquor License Application Review.

- 1. <u>Historic District Commission.</u> We suggest a revision to the **Historic District Commission** administrative review fee to \$50 dollars and maintain the Historic District Commission review and approval fee at \$200 dollars. We currently require a \$200 dollar fee for either an administrative review or a Historic District Commission review and approval.
- 2. Redevelopment Liquor License Application. We request to add a \$275 dollar application fee to review a Redevelopment Liquor License application.

HDC Administrative Review Fee		
Community	Fee Amount	
Ann Arbor	\$35	
Birmingham	\$0	
Ferndale	\$50	
Grand Rapids	\$25	
Mackinac Island	\$25	
Northville	\$80	
Ypsilanti	\$50	

Redevelopment Liquor License Review Fee		
Community	Fee Amount	
Ann Arbor	\$150	
Birmingham	\$350	
Clawson	\$250	
Rockford	\$200	
Ypsilanti	\$500	

Resolution

WHEREAS, the City Planning Division requests to revise the City of Pontiac Fee Schedule; 1) Historic District Commission Administrative review fee, and 2) Redevelopment Liquor License Application review fee, following the Planning Division's assessment of neighboring community's Fee Schedules.

NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Pontiac approve the Planning Division recommendation to revise the Fee Schedule, as part of the approved City of Pontiac 2019/2020 Budget to add a Fifty [\$50.00] Dollar fee for each Historic District Commission Administrative review and a Two Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.

#19 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Council President and City Council Members

FROM:

Dr. Deirdre Waterman, Mayor

DATE:

November 27, 2019

Cc:

Jane Bais DiSessa, Deputy Mayor; Anthony Chubb, City Attorney: and

Garland Doyle, Interim City Clerk

RE:

Resolution to Re-Appoint the following individuals to the City's Planning

Commission: Lucy Payne for a term ending June 30, 2023 and Ashley

Fagley to the Planning for a term ending June 30, 2022.

As you are aware, the Planning Commission has several members with expired terms, in order to address this matter, for your consideration, the following resolution is recommended:

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now therefore, be it resolved that based upon the recommendation of the Mayor, that the City Council reappoint Lucy Payne to serve on the City's Planning Commission for a term ending June 30, 2023 and to reappoint Ashley Fagley to serve on the City's Planning Commission for a term ending June 30, 2022.

Attachments

ibd

Lucy Payne

February 5, 2014

City of Pontiae Community Planning Commissioners 47450 Woodward Ave. Pontiae, MI 48342

RE: City of Pontiac Planning Commissioners

To: The City of Pontiac Mayor and Planning Commissioners.

The attached resume will provide details of my previous and present qualifications and experience.

For the past 26 years, I have served as a Patient Relations Representative and Customer Service Trainer at Saint Joseph Mercy Oakland (SJMO). During that time, I have worked diligently to foster mutually beneficial relationships with not only the associates, administrative team, medical staff, nursing and ancillary personnel and the City of Pontiae community. In my past role, I engaged the hospital personnel, physicians in resolving/mediating challenging issues that often involved risk cases with multiple departments and services in meeting customers expectations and satisfaction. The scope of my work provided me with a unique perspective on the wants and needs of patients, their families, and the community needs as well.

I am proud to have been involved in a number of SIMO committees that were charged with orchestrating some of SIMO most successful quality improvement activities such as Customer Service Training, Buergency Department process improvement Task Force, Buergency Wait Time and Dress-Code initiatives. I was also very instrumental in collaborating with SIMO Buildings and Ground Department, SMART Transportation Services and the City of Pontiac Building Department in implementing and the building of a bus shelter for the comfort of patients and the community that use the public transportation system.

My area of experience include organizational management, problem solving, investigation, mediation, behavioral management, grief consulting, interaction with diverse groups and addressing concerns of the community. I have also gained experience through my work as a consultant of a broad spectrum of business exposures to ease studies and best practices in a variety of industries as an independent business owner Payne & Payne Consulting, LLC.

My educational credentials include a Associate Degree in Liberal Arts from Oakland Community College, Bachelor of Science degree in Human Resource Development from Oakland University, Master of Arts degree in Organizational Management and a Certificate of Mediator Training from Oakland Medication Center.

It has been my experience that committees and boards are most effective with individuals that are diverse in areas of knowledge, skills and expertise. As a visionary, I am very interested in utilizing my skills in the revitalization of the City of Pontlac's future plans that promotes a healthy and safe environment for our city residents, while generating revenue for the city.

It has been my absolute pleasure and an honor to serve with the City of Pontiac Mayor and Planning Commissioners. I look forward to utilizing my experience in building and bridging gaps in communication, strategic planning, creative thinking, collaboration, negotiation, and customer service. I look forward to my continual servicing the community and collaborating with you in designing the future City of Pontiac.

Sincerely.

Lucy Payne, BB, MS
Payne & Payne Consulting, LLC

LUCY PAYNE

CAREER SUMMARY

An accomplished senior-level patient relations representative with 27+ years of experience managing customer grievances at St. Joseph Mercy-Oakland in Pontiac, Michigan, a 457-bed health system serving a diverse patient population in an urban setting. Collaborated with the CEO and C-level leadership team, physicians, risk management, nursing and others in resolving issues. Expertise in investigating and analyzing grievance data to proactively formulate strategies for preventing grievances and improving systems and processes. Grievance mitigation supported by achievement of a Master of Arts in Organizational Management, a Bachelor of Science in Human Resource Development, a certificate in Civil Mediator Training, and completion of a pre-licensing course in Life and Health Insurance.

PROFESSIONAL EXPERIENCE

P & P Consulting, LLC, Bingham Farms, Michigan 2003 – present Consultant - Organizational Management / 2003 – present Problem Resolution / Wediation

- Consulted on management and customer relations for a wide variety of businesses as a principal with P & P Consulting, LLC
 - Analyzed business process flow for medical group practices, automobile dealerships, and financial services firms; recommended process improvements
 - Trained staffs in customer service improvement techniques

Saint Joseph Mercy-Oakland, Pontiac, Michigan . 1984 – 8/2012
Patient Relations Representative 1984 – 8/2012

Patient Relations Management

- Managed oustomer complaints within St. Joseph Mercy-Oakland health system; complaints involve a wide-range of issues/disciplines (e.g., staff, billing, food service, housekeeping, safety, parking, pharmacy services, physical plant, etc.)
 - Interviewed customers to determine nature of complaint; employed customer relationship management and mediation techniques to negotiate win-win resolutions to issues identified
 - Collaborated with physicians and nursing and ancillary department heads and staff to improve customer service as well as investigate and resolve customer service issues
 - Identified incidents with the potential for legal / risk management involvement; advised risk management department heads of complaint; collaborated with risk management on incident investigation; served as liaison between patient/family and risk management department
 - Documented all customer complaints on computer database; tracked resolution of issues
 - Analyzed billing issues and made determination regarding billing. adjustments / reimbursement
 - Reviewed patient medical charts to determine validity of patient care issues / complaints; met with department heads, medical staff, nursing and ancillary staff to discuss issue resolution and future process improvement strategies
- Served as a liaison between customers/families and the Gift of Life and Michigan

Lucy Payne Page 2 of 2

Bye Bank organizations, encouraging organ donation, providing grief counseling services, and educating patients and families on organ, tissue and eyo transplants

Responded to code calls and served as liaison between family members and physicians; provided griof/crisis counseling to patients and families

Testified in court proceedings and assisted attorneys in lawsuit preparations

Interviewed new hires for Patient Services Department; facilitated one-on-one and group interviews as well as candidate hiring discussions

Trained medical residents and all new employees in customer/patient service

Managed Oakland University Internship Program for Patient Representatives Process Improvement

Analyzed all customer complaints to determine trends; met with department heads on an individual basis when tronds were evident; followed-up to ensure problem resolution

Reengineered the patient death process and fetal demise protocols

Championed the installation of a bus shelter near the hospital grounds; managed project coordination between the hospital's Administration and Buildings and Grounds Dept., the City of Pontiac and SMART Transit

Compiled and analyzed patient satisfaction data on Emergency Services; drafted report / presented findings to Process Improvement Team; worked with physicians and staff to improve response time and customer relations

Resolved employee identification by customers challenge by instituting a color-

coded uniform (by staff classification) policy

Collaborated with security and risk management personnel to reengineer process for securing patient belongings; instituted policy debiting departmental budgets for patient reimbursement for lost items

Waterford School District, Waterford, Michigan	1974-82 / 1988-97
Substitute Teacher (Grades K-12)	1988 - 1997
Instructional Technician (Grades K-12),	1974 - 1982
Montgomery Developmental Training Center	
Detroit College of Business, Femdale, Michigan	<u> 1975 - 1980 </u>
Dean of Students / Proctor (part-time position)	1976 - 1980
Pontine Schools/Seniors Pitness Program (part-time)	1982-1982
Master of Arts in Organizational Management University of Phoenix, Troy, Michigan Campus	February 2004

EDUCATION

Bachelor of Science in Human Resource Development June 1985 Oakland University, Rochester, Michigan

Civil Mediator Training, 40-Hour Course Oakland Mediation Center, Bloomfield Hills, MI November 2012

Additional Professional Development:

Certificate, Pre-Licensing Course in Life & Health Insurance, Financial Services Institute, Novi, MI, November 2013

APPOINTMENTS

- Planning Commissioner, City of Pontiac, MI, 11/2012 present
- Board Momber, Baldwin Center, Pontiac, MI, 2005 2013
- Committee Appointments at Saint Joseph Mercy-Oakland, Pontlac, MI
 - Member, Chief Executive Officer Advisory Committee, 2002
 - Member, Speaker's Bureau, 1991 8/2012
 - Founder and Chair, Hospital Grievance Committee, 2003 8/2012

Honors/Awards

Honored as one of the top donor facilitators, Michigan Bye Bank, 2000

		,	



Objective

Contribute to my community by volunteering for the Pontiac Planning Commission

Education

2009-2012 Lawrence Technological University Southfield, MI

Master of Architecture Professional Degree Program

Concentration in Sustainability Studies

· GPA: 3.5

2007

New Horizons Computer Learning Center

Troy, MI

Certificate of Completion for Macromedia Classes

Web design with Dreamweaver and Flash

2001-2005 Lawrence Technological University

·Southfield, MI

· Bachelor of Science in Architecture

• GPA: 3:5

* Computer programs: Autocad 2005, 3dmax, Adobe Illustrator and Photoshop

Building Systems: commercial and residential

Structural Engineering

* Landscape Design

1997-2001 Oaldand Community College Oakland County, MI

Associate in Applied Science: Computer Information Systems

• GPA: 3.7

Networking

• Web design

Work Experience

2005-current Alexander Bogaerts + Associates, P.C. Bloomfield Hills, MI

Construction documentation

• SPA, PDD, PUD documentation

Website design and implementation, www.bogaerts.us & www.newtonrifles.com

· Head of the ITT department

* Code Research

Presentation work: rendering elevations and site plans

Specifications and materials research

2001-2006

Oakland Hills Equestrian Center Riding Instructor (Self-employed) Oakland Township, MI

1999-2001

Macomb Township, MI

1997-1999 Springbrook Stables

Sterling Heights, MI

Taught all aspects of equine care

· Evaluated and trained horses for sale or purchase

Job required extensive knowledge and communication skills

* Taught classes containing 1-4 students ranging in ages from 6-60 years.

· Competed and trained students in Hunter/Jumper shows within Midwest

2000-2001 Health Improvement Network

Southfield, MI

· Performed office and clerical tasks: typed dictations and filed paperwork

Goldner-Walsh Nursery 1999-2000

Pontiac, MI

Provided friendly customer service

Helped propagate new plants and cared for existing

1996-1997 Racetrack Veterinary Services Livonia, MI

Performed office and derical tasks: helped with billing and handled collections

Assisted veterinarians

Developed x-rays and sterilized equipment

E. Ashley Fegley

Pontiac, MI 48341

August 3, 2018

Building, Safety and Planning Division City Hall 47450 Woodward Avenue Pontiac, MI 48342 248.758.2816

RE: City of Pontiac Planning Commissioner Appointment

Dear Mayor Waterman,

For the past fifteen years, I have called Pontiac home. I love the area, my neighbors and the community. I am invested in the City of Pontiac and would like to continue to serve the City as a member of the Pontiac Planning Commission.

I have been working in the building industry as a Project Manager at Alexander V. Bogaerts + Associates for over 13 years. The firm has a vast experience with a wide variety of building typologies for over 39 years. It has specializes in residential housing such as custom single family, production single family, condominiums, apartments, and senior housing but also takes on projects that are commercial, office and renovations. Being a small firm, I have been able to work on many of these types of projects. Currently, I have begun taking the ARE 5.0 NCARB tests to earn my Architectural License and hope to have it next year. I thoroughly enjoy my occupation and believe my experience is an asset to the commission and the City of Pontiac.

Sincerely.

E. Ashley Fegley



CITY OF PONTIAC



CANDIDATE QUESTIONNAIRE BOARDS & COMMISSIONS

		COUNCIL DISTRICT		
DATE	August 3, 2018			
NAME	E. Ashley Fegley			
ADDRESS			Zip 48341	
PHONE (home)	212	PHONE (business or cell)_	248.334.5000	
EMAIL				
Commission. Yany Board or Cupdated Candle Please be advisthe Mayor, City Commissions. Packet which is phone numbers	Your Candidate Questionnaire will be commission that you expressed an indate Questionnaire at any time. Seed that the information contained in Council and other appropriate personage 2 of this Candidate Questionn is published and made available for and e-mail, contained here on Page	kept on file and entered for conterest in for a period of two your this Questlonnaire is not contend as vacancles or opening aire may also be included in public inspection in print an 1 will not be published in an	gs occur on the various Boards or any City Council Meeting Agenda d on the Internet. Your address, Agenda Packet.	
BOARDS/COMMI	SSIONS ON WHICH YOU WANT TO SERVE	<u>.</u>		
Appointed by City Council		Appointed by Mayor, Confirmed by City Council		
□ Board of App □ Income Tax E □ ZonIng Board □ Board of Rev □ General Emp	Board of Review I of Appeals	Redevelopment Historic District Local Officers C Arts Commission Construction Commission Planning Comm	: Commission, No council confirmation compensation Commission on de Board of Appeals, No council confirmation	

PONTIAC RESIDENT FOR: +/- 15 years
OCCUPATION Project Manager at an Architectural Firm
INTERESTS/REASONS/QUALIFICATIONS I have enjoyed applying my professional experience to serving on the Pontiac Planning Commission and would like to continue doing so.
BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES) Pontiac Planning Commission 2011 - current
None
other organizations pertinent education hobbies/interests 2012-2016 - Pontiac Youth Assistance website design and implementation 2014-2017 - Destination Imagination team coach at Martell Elementary in Troy, MI
ADDITIONAL INFORMATION
Please return completed form to: City of Pontiac, Clerk's Office, 47450 Woodward Avenue, Pontiac, MI 48342 or fax to 248.758.4744 or click the e-mail tab on the first page to send form by e-mail.
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST
In order to avoid any potential conflict of interest, I, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(les) or entity(les) for which I serve in the following capacity(les) which may contract or subcontract with the City of Pontiac.
Agency: Alexander V. Bogaerts + Associates, P.C.
Capacity In Which I Serve: Project Manager
Signature: E alah Se
Date: 8-3-2018 U O U

#20 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable City Council President Kermit Williams, and City Council Members

FROM:

Jane Bais DiSessa, Deputy Mayor

CC:

Honorable Mayor Deirdre Waterman and Robert Burch, Interim PYREC Manager

DATE:

August 29, 2019

RE:

Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time

status.

On November 8, 2019, the Citizens of Pontiac overwhelmingly passed a millage to ensure that the youth of the City of Pontiac have a safe, sustainable, and educational youth and recreation center for the children of Pontiac.

In order to fulfill our obligation to the voters of Pontiac and give our youth the absolute best opportunity to expand their horizons, it is respectfully requested that the City Council reinstate the originally budgeted full-time PYREC position, known as the "Assistant Youth Recreation Manager" (\$51,456.09, includes benefits). See attachment for itemized funding costs for this position.

The reinstatement of this position will constitute the necessary staffing levels to ensure the safety of all PYREC participants at any given time in the center. In addition, this position will provide the administrative support required to develop and implement quality recreational programing. As PYREC continues to grow, proper staffing levels are an essential resource that will help secure the success of Pontiac's recreation and enrichment programs for our youth.

As such, the following resolution is recommended for your consideration:

Whereas, on November 8th 2016 the citizens of Pontiac passed a millage proposition to fund youth recreation services for the citizens of Pontiac; and

Whereas, adequate staffing levels are necessary to help administer the City's growing youth programs; and

Whereas, funding had been previously allocated and approved for full-time staff of a Youth Recreation Assistant Manager; and

Whereas, the restoration of this position will ensure a safe, sustainable, and educational environment for the youth of the City of Pontiac.

NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A — City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontic Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.

JDB/JJ

Attachment

Account	Description		Amount	
208-756-702.000	Salaries and Wages	\$	34,666.67	
208-756-715.000	F.I.C.A - City Contribution	\$	2,652.00	
208-756-716.000	Medical Insurance	\$	9,320.50	
208-756-717.000	Life Insurance	\$	438.36	
208-756-718.500	MÉRS Employer Contribution	\$	2,333.33	
208-756-719.000	Workers Compensation Insurance	\$	1,866.67	
208-756-719.001	Dental Insurance	\$	178.56	
	· Total	\$	51,456.09	

#21 RESOLUTION

Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 Youth Recreation Fund budget includes an appropriation for a part-time Youth Recreation Assistant Manager for the Pontiac Youth and Enrichment Center (PYREC); and

Whereas, the Administration is requesting to restore this part-time position to a full-time status; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Whereas, the proposed appropriation increases are to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows:

- \$34,666.67 to Salaries and Wages account 208-756-702.00,
- \$2,652 to F.I.C.A City Contribution account 208-756-715.000,
- \$9,320.50 to Medical Insurance account 208-756-716.000,
- \$438.36 to Life Insurance account 208-756-717.000,
- \$2,333.33 to MERS Employer Contribution account 208-756-718.500,
- \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and
- \$178.56 to Dental Insurance account 208-756-719.001.

Now therefore, be it resolved that the City Council authorizes the City Clerk to publish the notice of the budget amendment in the Oakland Press.

#25 RESOLUTION

CITY OF PONTIAC OFFICIAL MEMORANDUM

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:

December 3, 2019

RE:

Ottawa Towers Contract Extension for Phoenix Center Maintenance

The City has requested that Ottawa Towers extend their current operations and maintenance of the Phoenix Center Garage until March 31, 2020. This extension will assist the City in providing consistent operations until such time as options for operations and maintenance can be fully verified as well as correct infrastructure installed to run the garage efficiently and effectively. The cost for this contract extension does not change from the original settlement agreement signed in November of 2018.

The Department of Public Works and the City Attorney have the reviewed and approved the attached contract extension and recommend that the City sign the extension.

WHEREAS,

The City of Pontiac has contacted Ottawa Towers and requested an extension of the current operations and maintenance agreement for the Phoenix Center, and;

WHEREAS,

The Ottawa Towers has agreed to extend the current services at the same cost as originally agreed upon and extend thos services until March 31, 2020, and;

NOW, THEREFORE, BE IT RESOLVED,

The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the attached contract extension with Ottawa Towers for the operations and maintenance of the Phoenix Center Garage for the cost of \$9,810 per month.

JVB

attachments

LETTER OF AGREEMENT

This Letter of Agreement ("AGREEMENT") is made this 1st day of December, 2019, by and between the CITY OF PONTIAC (the "CITY"), located at 47450 Woodward Ave., Pontiac, Michigan 48342, and NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust ("NORTH BAY") (hereinafter collectively "the PARTIES");

RECITALS

WHEREAS, the parties entered into a Settlement Agreement dated November 1, 2018 ("SETTLEMENT AGREEMENT"), which in pertinent part provided that representatives of NORTH BAY would continue to provide general maintenance to the Phoenix Center for a monthly amount of \$9,810.00;

WHEREAS, the obligation to provide maintenance was for a period of six (6) months, which commenced on November 1, 2018;

WHEREAS, the PARTIES, pursuant to this AGREEMENT, seek to extend the period that NORTH BAY will provide maintenance through and including March 31, 2020, under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this AGREEMENT, the PARTIES agree as follows:

- NORTH BAY agrees to continue current maintenance on the Phoenix Center
 Garage up to March 31, 2020. Current maintenance consists of:
 - Clean decks with blowers up to two times per month;
 - Empty trash and pick up trash daily;
 - Pressure wash three levels of the South Garage:

Basic landscaping: cut grass and trim;

Sweep water from low areas to drains, as needed; and

• Pick up trash on the South side of the tunnel; as needed.

2. Additional items will be sent to the CITY to either address or approve to be completed by NORTH BAY. These items will be added to the monthly invoice;

3. NORTH BAY will continue to bill the CITY at the agreed upon amount, plus additional items as agreed;

4. The CITY, with fourteen (14) days' notice, may terminate this AGREEMENT for any reason, with written notice to the designated representative of NORTH BAY;

This AGREEMENT is not intended to in any way modify the PARTY's
 Settlement Agreement dated November 1, 2018, except for the terms and conditions set forth above.

IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Letter of Agreement as of the date first written above.

WITNESSED:

SIGNED:

NORTH BAY DRYWALL, INC. PROFIT

SHARING PLAN & TRUST

By: Charles R. Stephens

Its: Authorized Trustee

CITY OF PONTIAC

By: Deirdre Waterman

Its: Mayor