

April 2, 2019 Approved Minutes

**Official Proceedings
Pontiac City Council
77th Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 2, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation

Pledge of Allegiance

Roll Call

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

Members Absent: Carter and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

19-107 **Excuse Councilperson Randy Carter and Don Woodward for personal reasons.**
Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-108 **Approval of the Agenda.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

****No Motion to approve meeting minutes of March 19, 2019 since there was no Quorum. ****

19-109 **Approve meeting minutes of March 26, 2019.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Subcommittee Reports Received

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Cable – March 21, 2019 Oral and written report received from Councilwoman Miller

Community Development – March 25, 2019

Department of Public Works – March 20, 2019

Finance – March 12, 2019

Real Estate – March 22, 2019

19-110 **Suspend the Rules to move Item # 15 (Resolution to Amend the current MIDC Budget) right after Subcommittee Reports.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-111 **Resolution to Amend the current MIDC Budget to reflect the following New Personnel Classification Changes: One Managed Assigned Counsel Executive (Full-time) at an Annual Salary of \$65,000; Two Court Officers (Part-Time @ 24.5 hrs.) at an Annual Salary of \$22,957.48 each, and Contractual Legal Services for a Managed Assigned Counsel, at a cost Not to Exceed \$45,000 yearly.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, The MIDC Fund was created to provide quality representation for indigent defendants changing the process of the courts procedures and policies.

WHEREAS, The MICC Fund will help in decreasing the courts overall volume, reducing the cost incurred by the court, and reducing the court's docket. This program further, assists the indigent to reach positive outcomes with fewer convictions on their records.

WHEREAS, This organizational change allows the City of Pontiac to conform with the MIDC standards to ensure there is no loss of funding for the next grant year.

NOW, THEREFORE, BE IT RESOLVED, The City Council amends the current MIDC budget to reflect the following new personnel classification changes: One Managed Assigned Counsel Executive (Full-Time) at an annual salary of \$65,000; Two Court Officers (Part-Time @ 24.5hrs) at an annual salary of \$22,957.48 each, and contractual legal services for a Managed Assigned Counsel, at a cost not to exceed \$45,000.00 yearly.

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

No: None

Resolution Passed.

Special Presentation

City of Pontiac Budget Goal Session FY 2019-2020 postponed until April 9, 2019

Recognition of Elected Officials – **Honorable Judge Cynthia Walker**

19-112 **Adoption of an Ordinance to Amend Subsection 118-76.01 (B) (1) (“Standard Concentration Limits”) of Article III (“Sewer Use and Pretreatment”) of Chapter 118 (“Utilities”) of the Municipal Code of Pontiac Michigan (“Municipal Code”)** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

****Ordinance attached as Exhibit A.****

19-113 **Resolution for the Week of the Young Child in Michigan April 8-12, 2019.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, it is the sense of this legislative body to recognize that with every rising star, there is hope for a better tomorrow and the possibilities of producing exceptional leaders are endless; and,

Whereas, parents, teachers, families, communities and lawmakers, are all a part of a collaborative village which is delegated with the explicit duty and responsibility of ensuring that young children are provided the necessary tools which include, compassion, attention and education, in order to grow and mature into productive, self-sufficient, considerate and loving adults, with life-skills; and,

Whereas, during this week, we highlight and encourage efforts that foster the education and well-being of Michigan’s young children.

Now, Therefore, Be It Resolved, that the Pontiac City Council and members of this great community, honor and hereby acknowledge April 8-12, 2019 as Week of the Young Child in Michigan.

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

No: None

Motion Carried.

19-114 **Resolution for the City of Pontiac 2018-2019 Pontiac High School Boys Varsity Basketball Team.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Whereas, it is the sense of this legislative body to honor outstanding young adults of remarkable character, who are inspirational and who serve as a role-models to others; and,

Whereas, the 2018-2019 Pontiac High School Boys Varsity Basketball Team defeated Cranbrook High School in the MHSAA Division #2 District Championship game on March 8, 2019; and,

Whereas, the Phoenix boys varsity basketball team had an overall record of 22-3; and,

Whereas, the 2018-2019 Pontiac High School Boys Varsity Basketball Team includes; #1 Da'Veaun Cole, #3 Ernesto Simpson Jr., #5 Dominique Stovall, #10 D'Quarion Cole, #11 Keyshaun Shelmonson-Bey, #12 Ulise Jackson, #15 Shawn Jones, #20 Deshawn Owens, #20 Parrish Rowls, #30 Cleontae Brown, #33 Terah Hazard, #40 Chaz McKenzie and #44 Kenyatta Green; and,

Whereas, the outstanding leadership of both Head Coach Joel Schroeder and Assistant Coach Damon Odneal and the unwavering commitment and dedication of the 2018-2019 Pontiac High School Boys Varsity Basketball Team, created a dynamic and an unstoppable team.

Now, Therefore, Be It Resolved, that on March 26, 2019, the Pontiac City Council, the Mayor and members of this great community, honor and salute the accomplishment and achievement of the 2018-2019 Pontiac High School Boys Varsity Basketball Team and Head Coach Joel Schroeder and Assistant Coach Damon Odneal, for a job well done and for truly representing the City of Pontiac. Congratulations.

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

No: None

Resolution Passed.

19-115 **Motion to remove Transportation Plan from the Development Agreement known as Exhibit A between the City of Pontiac and Kevadiya, Inc. Moved by Councilperson Miller and second by Councilperson Taylor-Burks.**

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

No: None

Motion Carried.

19-116 **Resolution to approve Development Agreement without Transportation Plan between the City of Pontiac and Kevadiya, Inc. Moved by Councilperson Waterman and second by Councilperson Pietila.**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is effective as of March ____, 2019, between the City of Pontiac ("City"), a Michigan municipal corporation, and Kevadiya Properties, LLC ("Owner"), a Michigan limited liability company and Kevadiya Inc. (Tenant), a Michigan Corporation

Recitals:

WHEREAS, the Owner has acquired title to real property commonly known as 100 N. Saginaw, Pontiac, in Oakland County, Michigan ("Property");

WHEREAS, the Owner desires to make substantial improvements to and redevelop the Property for future use ("Project");

WHEREAS, the Owner has requested an OPRA tax credit from the City of Pontiac to facilitate redevelopment of the Project;

WHEREAS, The Tenant will execute the Community Benefits per this agreement on behalf of the Owner.

WHEREAS, the City is executing this Agreement, to induce the Owner to redevelop a significant building in its downtown, and the parties acknowledge that development of the Project will contribute significantly to the economy of the City of Pontiac;

WHEREAS, the City's Mayor and City Council have determined that this Agreement is appropriate for the proposed development of the Project, is consistent with the public health, safety and welfare of the City's residents and businesses, and will result in positive impacts and benefits for the City and its residents and businesses; and

WHEREAS, the Owner's good faith estimate of the completion date for the Project is December 31, 2019 (the "Project Completion Date").

NOW THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the City and the Owner agree as follows:

1. **Recitals.** The Recitals as set forth herein are represented to be true and accurate and are hereby incorporated as material terms of this Agreement.

2. **No Preemption.** Unless otherwise expressly provided herein, this Agreement shall not be deemed to waive, preempt, supersede, or render ineffective any applicable municipal or governmental laws, ordinances, codes, regulations or processes, including but not limited to zoning, economic incentives, taxes, assessments or fees, and Owner shall be subject to all review and approval processes required under the City's ordinances, regulations and rules.

3. **Owner's Additional Requirements.** Owner Agrees as follows:

A. Should Owner proceed with the Project, to prepare and submit to the City plans and specifications (the "Plans") for the improvements (each an "Improvement", and collectively, the "Improvements") provided that no work on said Improvements shall be commenced until any necessary permit has been issued by the City's Building Safety Division or its designee.

B. To construct all improvements in accordance with the City's building code as approved by the City's Building Inspection Division.

C. Failure to comply with any of this development agreement's terms and conditions shall constitute a material breach of the Agreement and the parties each shall have all remedies in law and/or in equity necessary to ensure compliance by the other party.

4. **Contracts.** Owner shall provide City with letters from a licensed architect and licensed contractor confirming that they have been retained to assist with the development

5. **Community Benefits.**

A. In connection with the development and construction of the Project, the Owner has retained Pontiac Based Businesses to provide architectural, engineering, environmental and other professional and consulting firms services relating to the development and construction of the Project. For purposes of this Agreement, a "Pontiac Based Business" shall mean a business that is either (i) headquartered in the City, or (ii) has an office, store or other facility within the City. Owner shall require its general contractor to advertise available on-site jobs in local media and electronically on a City-sponsored website and social media, if such resources exist. In addition, Owner shall consult with and provide written notice to at least two (2) local hiring organizations, which may include non-profit organizations involved in referring eligible applicants for job opportunities, including through the Pontiac Jobs Pipeline which is operated through the City's Economic Development Department. Owner shall require its general contractor to consider in good faith all applications submitted by City residents and businesses and maintain a preference for hiring City residents and businesses that are qualified to perform the on-site jobs relating to the Project and construction of each component of the Project. Owner shall, in its agreements with its general contractor, include a requirement for this local hiring practice, and, in connection therewith, Owner will introduce such contractors to, and encourage such contractors to participate in, the "Community Ventures" program offered by the Michigan Economic Development Corporation.

B. Owner shall make all possible efforts to post notifications for residents of the City, which identify open positions.

C. Tenant shall work to provide internship opportunities to Pontiac High School students that are also City residents and that meet hiring requirements. These internships will be for a minimum of 10 hours per week and introduce the interns to practices searching for business opportunities.

D. Tenant shall work in conjunction with the City to identify fundraising opportunities to provide STEM programming at the Pontiac Youth Recreation and Enrichment Center. Given city support Owner will help initiate, manage team, and take responsibility for proper application for these government grants.

E. Owner agrees to spend not less than One Million Five Hundred Thousand Dollars (\$1,500,000), including building purchase price, on the Project by the time it is fully complete and occupied.

F. Owner and Tenant shall have created an economic benefit to the City taxpayers by redeveloping the Project and relocating their company, which will have employees that pay income taxes to the City.

G. Tenant will employ their expertise to develop a transportation plan for service from Pontiac schools to the Youth Center, as described in Exhibit A.

6. **Business Residency Requirement.** As a condition of receiving an OPRA, Owner agrees to operate the facility for which the certificate is granted for the term of the certificate. Should Owner vacate or fail to operate the facility for which the certificate is granted for the period of time outlined in this Section, then property tax savings benefiting the business due to the existence of the certificate can be revoked from the date the Owner vacated the facility.

7. **Building Development Requirement.** Owner shall devote all of the time, effort, resources and skill necessary for the development of the Project and further agrees to complete the following requirements (all of which shall occur as soon as reasonably practicable but in no event later than six (6) months after the receipt of all necessary City, County and State approvals for the approval of the OPRA. Owner shall submit all required documentation for the receipt of building permits to the City's Building Safety Division as follows:

A. Owner shall substantially complete repairs to the building enclosure located on the Property, including but not limited to, roof repair or replacement and compromised enclosure and asset preservation within Three Hundred sixty (360) days after issuance of the applicable building permit by the City's Building Safety Division.

B. Owner shall commence core and shell reconstruction so that the property is ready for tenant improvements within three hundred sixty (360) days after issuance of the applicable building permit by the City's Building Safety Division.

8. **Additional Requirements of City and Owner.** Both the City and Owner further agree as follows

A. This Agreement is not intended to create a contractual right for third parties.

B. This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any

representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

C. This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior written consent to such an assignment is received from City, which consent shall not be unreasonably withheld, conditioned or delayed. The City's failure to consent to a proposed assignment because the proposed assignee lacks the creditworthiness or development experience of the Owner shall not be deemed to be unreasonable. The City acknowledges that due to the nature and requirements from a lender or investor, a new entity may be formed for the sole purpose of completing this project, and if so, the City shall consent to the assignment of this agreement and the OPRA certificate to that entity if so needed.

D. This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and all applicable City ordinances. The venue for any action arising under this agreement shall be a court of appropriate jurisdiction in Oakland County.

E. This Agreement becomes null and void if the City doesn't approve a 12 year OPRA certificate.

9. **City Support.** The City shall, to the extent reasonably appropriate, support and reasonably cooperate with the Owner in connection with its development of the Project. This support includes, without limitation and as soon as reasonably practical: (i) cooperate with the Owner, wherever practical, in applying for Economic Development Incentives (defined below), other grants, benefits, awards, entitlements, licenses, consents, permits, approvals sought by the Owner in connection with the Project; (ii) submit to City Council, a resolution for the approval of the OPRA. For purposes of this Agreement, the term "Economic Development Incentives" specifically includes, but is not limited to, the following incentives: (i) Michigan Department of Environmental Quality Grant and Loan Programs; (iii) Michigan Economic Development Corporation/Michigan Strategic Fund Grant and Loan Programs, including the Community Revitalization Program ("CRP"); (iv) OPRA tax freeze; (v) Tenant Recruitment support to the downtown District and this Project; and (vi) Property Assessed Clean Energy ("PACE") through Oakland County.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.
11. **Notice.** All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

Ayes: Waterman, Williams, Pietila and Taylor-Burks

No: Miller

Resolution Passed.

19-117 **Resolution to approve an Application for an Obsolete Property Rehabilitation Exemption Certificate for Kevadiya Properties, LLC at 84-100 N. Saginaw (Tax Parcel Number; 14-29-426-012) for 12 years, beginning December 31, 2019, and ending December 30, 2031, Pursuant to the Provisions of PA 146 of 2000, as amended. Moved by Councilperson Waterman and second by Councilperson Pietila.**

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Pontiac is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Pontiac legally established the Obsolete Property Rehabilitation District on December 19, 2002; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 does not exceed 5% of the total taxable value of the City of Pontiac; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on March 26, 2019; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant Kevadiya Properties, LLC has provided answers to all required questions under the application instructions to the City of Pontiac; and

WHEREAS, the City of Pontiac requires that rehabilitation of the facility shall be completed by December 31, 2019; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Pontiac eligible under Public Act 146 of 2000 to establish such a district, and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment in which the facility is situated; and

WHEREAS, the use of this property shall be restricted to non-marihuana related uses during the effective period of the OPRA Certificate. Shall use of the property become marihuana related, the OPRA Certificate shall be immediately revoked by the City; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac

Be and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Obsolete Property Rehabilitation District at 84-100 N. Saginaw (Tax Parcel Number: 14-29-426-012) for 12 years, beginning December 31, 2019, and ending December 30, 2031, pursuant to the provisions of PA146 of 2000, as amended.

Ayes: Williams, Pietila, Taylor-Burks and Waterman

No: Miller

Resolution Passed.

Resolution to reinstate the salary for the Deputy Director of Community Development to \$73,892 as originally budgeted in Fiscal Year 2018-19 was removed from the agenda.

Communications from the Mayor

Received Mayoral Appointment – Mr. Hugely Newsome as Finance Director effective April 15, 2019 pending approval by City Council. Interview is set for April 9, 2019.

Received Mayoral Proclamation to Proclaim April 2019 as Child Abuse Prevention and Awareness Month in the City of Pontiac.

Received Mayoral Proclamation to Recognize National Week of the Young Child April 8-12, 2019.

Received updated report regarding Council President Williams request regarding City Employee's Mileage Reimbursement Policy for Employees who receive Mileage if they traveling less than 50 miles one-way on City Business. **The Interim City Clerk corrected the Deputy Mayor's Report. The report stated that the City Clerk had been given a copy of the "Vehicle Use Reimbursement Policy memo (dated March 26, 2019) for inclusion and distribution in the City Council agenda package for March 26th City Council agenda."** This statement is untrue. The policy was distributed by the Deputy Mayor at the City Council Meeting on March 26, 2019. The Clerk had not been given the policy before the meeting.

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Received Mayoral Report for Monthly Staff Changes Report.

Received the Monthly Check Register. (The City Council adopted a Resolution on February 5, 2019 for Mayor to provide the monthly check register for the prior month, to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month commencing with the March 5, 2019 Agenda. The City Clerk did not receive the check register for March 2019.) The city Clerk has attached the weekly check registers for the month of March. They were printed from the City's Website.

Twelve (12) individuals addressed the body during public comment.

Mayor Deirdre Waterman, City Council Members Taylor-Burks, Miller and Council President Williams made closing comments.

President Kermit Williams adjourned the meeting at 8:02 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SUBSECTION 118-76.01(B)(1) (“STANDARD CONCENTRATION LIMITS”) OF ARTICLE III (“SEWER USE AND PRETREATMENT”) OF CHAPTER 118 (“UTILITIES”) OF THE MUNICIPAL CODE OF PONTIAC, MICHIGAN (“MUNICIPAL CODE”).

THE CITY OF PONTIAC, MICHIGAN, ORDAINS:

Sec. 1. Amend Existing Subsection 118-76.01(B)(1) of Article III of Chapter 118 of the Pontiac Municipal Code. Existing Subsection 118-76.01(B)(1) (“Standard Concentration Limits”) of Article III (“Sewer Use and Pretreatment”) of Chapter 118 (“Utilities”) of the Pontiac Municipal Code is hereby amended to read in its entirety as follows:

- (1) Standard Concentration Limits. Unless a SAL for a pollutant parameter has been developed and approved for a user as provided by Section 118-76.01(C) (“Special Alternative Limits”), no person shall discharge or contribute to the POTW, directly or indirectly, pollutants in concentrations that exceed the maximum concentrations (“Standard Concentration Limits”) listed below in this Subsection 118-76.01(B)(1):

Toxic Pollutants (Standard Concentration Limits)

Parameter	Instantaneous Maximum		Daily Maximum	
	mg/l ¹	Sample Type ²	mg/l ¹	Sample Type ²
Arsenic	---	---	0.072	Composite
Cadmium	---	---	0.3	Composite
Chromium	---	---	5.6	Composite
Copper	---	---	2.2	Composite
Cyanide (A)	0.62	Grab	0.048	Grab
Lead	---	---	2.2	Composite
Lithium	---	---	5.7	Composite
Mercury	NQ ³	---	NQ ³	Grab
Molybdenum	---	---	0.34	Composite
Nickel	---	---	1.6	Composite

Selenium	---	---	0.13	Composite
Silver	---	---	0.022	Composite
Zinc	---	---	4.3	Composite
Cyanide (T)	---	---	0.67	Composite
Cobalt	---	---	2.3	Composite
Total Phenols	550	Grab	0.53	Grab
2,4-Dichlorophenol	6.5	---	0.37	Grab
Pentachlorophenol	2.1	Grab	0.087	Grab
PCBs	ND ⁴	Grab	ND ⁴	Grab

Compatible Pollutants (Standard Concentration Limits)

Parameter	Instantaneous Maximum		Daily Maximum	
	mg/l ¹	Sample Type ²	mg/l ¹	Sample Type ²
BOD5 (or COD) ⁵	---	---	1,500 ⁶	Composite
Total Suspended Solids	---	---	2,100 ⁷	Composite
Phosphorus (T)	---	---	32 ⁸	Composite
Ammonia Nitrogen (or TKN ⁹)	---	---	125 ¹⁰	Composite
FOG (T)	150 ¹¹	Grab	150 ¹¹	Grab
FOG (Nonpolar)	50	Grab	50	Grab

Notes:*A = Available**T = Total*

1. *Mg/l except as otherwise indicated.*

Discharges that contain more than one pollutant that may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more

restrictive discharge limits will be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge, including, without limitation, the specific compounds, if any, listed in Section 118-76.01(B) of this Article.

Also, see Section 118-76.05, regarding application of most restrictive or additional standards or requirements under local, state, and federal laws and regulations.

A user may request the Director to develop alternative limits to the Standard Local Limits for specific pollutants ("Special Alternative Limits" or "SALs") as provided by Section 118-76.01(C).

2. *See Section 118-79.03 of this Article for sample type requirements.*
3. *NQ = Non-quantifiable concentration, defined as at or below the quantification level of 0.2 ug/l using U.S. EPA Method 245.1 (or at or below other quantification levels applicable under alternative test methods required by the POTW or by other applicable laws or regulations). Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user's discharge shall be in accordance with U.S. EPA method 245.1, unless the Director requires U.S. EPA Method 1631 (or other appropriate method). The quantification level shall be 0.2 ug/l for Method 245.1 or 0.5 ng/l for Method 1631, unless higher levels are approved by the Director because of sample matrix interference. Any discharge of mercury at or above the level of quantification is a specific violation of this Article.*
4. *The instantaneous maximum and daily maximum discharge limit for PCBs is non-detect. Except as otherwise required by the Director, compliance with this limit shall be determined as follows: A compliance limit of "non-detect" shall be used for instantaneous maximum and daily maximum discharge limit. Any discharge of PCBs at or above the quantification level is a specific violation of this Article. PCB sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user's discharge shall be in accordance with U.S. EPA method 608. The quantification level shall be 0.1 ug/l, unless higher levels are determined appropriate by the Director because of sample matrix interference. Total PCBs shall be defined as the sum of the Aroclors 1016, 1221, 1232, 1242, 1248, 1254 and 1260. In addition, any detected Aroclor-specific measurements shall be reported.*
5. *At the Director's discretion, any limit for BOD5 may be replaced with a corresponding COD limit by multiplying the BOD5 limit by the user-specific ratio of COD to BOD5, provided this ratio is based on at least six samples collected over a four-week period or more sampling data if available.*
6. *Any discharge of BOD5 in excess of 275 mg/l shall be subject to surcharge as provided by this Article.*
7. *Any discharge of TSS in excess of 350 mg/l shall be subject to surcharge as provided by this Article.*
8. *Any discharge of phosphorus (T) in excess of 6 mg/l shall be subject to surcharge as provided by this Article.*

9. *At the Director's discretion, any limit for Ammonia Nitrogen may be directly expressed as a TKN limit when the user's discharge contains organic nitrogen.*
10. *Any discharge of Ammonia Nitrogen in excess of 25 mg/l shall be subject to surcharge as provided by this Article. (If TKN is the regulated or measured parameter instead of Ammonia Nitrogen, any discharge of TKN in excess of 40 mg/l shall be subject to surcharge as provided by this Article.)*
11. *Any discharge of FOG (T) in excess of 100 mg/l shall be subject to surcharge as provided by this Article.*

The IMC and daily maximum limits listed above in this Section 118-76.01(B)(1) (or as listed elsewhere in this Article or in any User Permit or Order) for each pollutant parameter are the concentrations which may not be exceeded and at which enforcement begins. The surcharge threshold concentrations as specified in notes 6, 7, 8 and 10 (above) are the concentrations above which surcharges may be imposed. Discharges exceeding the surcharge thresholds, and which also exceed the instantaneous maximum and daily maximum limits (or which violate any other applicable prohibitions, limitations, standards, or requirements), are violations of this Article, and are also subject to surcharges as provided by this Article. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements constitute a violation of this Article, subject to applicable fines, penalties and other enforcement actions. In no event shall the imposition of a surcharge for a discharge that does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Article.

Sec. 2. Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Sec. 3. Saving Clause. The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective

date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

Sec. 4. Conflict. Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other Ordinance of the City.

Sec. 5. Publication. This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Pontiac, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

Sec. 6. Effective Date. This Ordinance shall become effective upon the date of publication of the notice of its adoption as provided in Section 5, above, and as certified by the Clerk, below.

Adopted this _____ day of _____, 2019, by the City Council, City of Pontiac, Michigan.

On roll call, the vote was:

Yeas:

Nays:

By: _____

Certification

I, _____, Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City of Pontiac City Council at a regular meeting held on _____, 2019, at _____, and that it was published in _____ on _____, 2019.

_____, Clerk