

## **NOTICE OF PONTIAC CITY COUNCIL MEETING**

**May 11, 2021**

**at 6:00 p.m.**

### **THE MEETING WILL BE HELD ELECTRONICALLY**

The City Council of the City of Pontiac will hold a Formal Meeting on May 11, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act and in compliance with the City of Pontiac Electronic Meeting Policy. The agenda for the Formal Meeting is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The meeting will be conducted on zoom.us.  
When: May 11, 2021 06:00 PM Eastern Time (U.S.A.)  
Topic: Pontiac City Council Meeting- 225<sup>th</sup> Session of the 10<sup>th</sup> Council  
Please click the link below to join the webinar:  
<https://zoom.us/j/98405471974?pwd=aGxVa0Jib1dFTTI5NGV5eVlwZ3pKdz09>  
Passcode: 016635  
Or Telephone:  
Dial 1 312 626 6799  
Webinar ID: 984 0547 1974  
Passcode: 016635

**The public may view the meeting electronically through**  
**<http://pontiac.mi.us/council/pontiactv/index.php>**

2. **Public Comment.** For individuals who desire to make a public comment, please log onto the meeting using the zoom meeting link above. When the City Council reaches the public comment portion of the meeting, please raise your hand if you wish to speak during public comment. When your name is called, please unmute yourself and you will be given three minutes to speak. If you are accessing the meeting by phone, the Council President will ask are there any members of the public who are joining the meeting by phone who would like to make a public comment. Public comments are limited to three (3) minutes.

3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or [clerk@pontiac.mi.us](mailto:clerk@pontiac.mi.us) at least 24 hours in advance of the meeting.

Dated 5-7-2021, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

# PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1  
Megan Shramski, 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."*

Website: <http://pontiaccityclerk.com/city-council-meetings>

Sheila Grandison, MiPMC  
Deputy City Clerk

## FORMAL MEETING

May 11, 2021

6:00 P.M.

225<sup>th</sup> Session of the 10<sup>th</sup> Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. May 4, 2021

Subcommittee Report

2. Department of Public Works (DPW)- April 23, 2021

Special Presentations (Presentations are limited to 10 minutes.)

3. Pontiac Youth Recreation and Enrichment Center (PYREC) Spring/Summer Programming Schedule and Sites; Appointment of Site Selection PYREC Advisory Committee: Completed Comparison Feasibility Study of Alternate Sites (The feasibility study was requested by City Council.)  
Presentation Presenters: Mayor Waterman, George Contis, Esq., Giarmarco, Mullins and Horton, Gavin McGuire, Boys and Girls Club of Southeastern Michigan and Robert Burch, PYREC
4. Phoenix Center Deal Closing Documents- Memorandum of Understanding (MOU) Terms and Details; Announcement of Stakeholder Town Hall Meeting  
Presentation Presenters: Mayor Waterman, Matt Gibb, Esq., Special Counsel for Economic Development and George Contis, Esq., Giarmarco, Mullins and Horton

Recognition Elected Officials

Agenda Address

## **Agenda Items**

### **Resolutions**

#### **City Council**

5. Resolution to approve City Council Budget Hearings Schedule for Fiscal Year 2022 Budget
6. Resolution to schedule Special Meeting on the Budget for Wednesday, May 19, 2021 at 9:30 a.m.
7. Resolution to schedule Special Meeting on the Budget for Thursday, May 20, 2021 at 9:30 a.m.
8. Resolution to schedule Special Meeting on the Budget for Wednesday, May 26, 2021 at 10:00 a.m.
9. Resolution to schedule Special Meeting on the Budget for Thursday, May 27, 2021 at 10:00 a.m.
10. Resolution to schedule Public Hearing on the Budget for Tuesday, June 1, 2021 at 5:00 p.m.
11. Resolution to schedule Special Meeting on the Budget for Wednesday, June 2, 2021 at 10:00 a.m.
12. Resolution to schedule Special Meeting on the Budget for Thursday, June 3, 2021 at 10:00 a.m.

#### **City Clerk**

13. Resolution authorizing Hope Against Trafficking a 501 (c)(3) nonprofit organization in Pontiac as a recognized nonprofit organization in the community for the purpose of obtaining a charitable gaming license.

#### **Finance**

14. Resolution to approve Emergency Dispatch Services Contract with the Office of the Oakland County Sheriff

#### **Public Comment**

#### **Mayor, Clerk and Council Closing Comments**

#### **Adjournment**

**#1**

**MINUTES**

May 4, 2021 Study

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

**Call to order**

A Study Session of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, May 4, 2021 at 6:00 p.m. by Council President Kermit Williams.

**Roll Call**

**Members Present**

Miller  
Pietila  
Taylor-Burks  
Shramski  
Waterman  
Williams

**Attendance**

Remotely  
Remotely  
Remotely  
Remotely  
Remotely  
Remotely

**Location**

Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI  
Pontiac, Oakland County, MI

Mayor Waterman was present.  
Clerk announced a quorum.

**Excuse Councilmember**

21-117      **Motion to excuse Councilmember Randy Carter for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Shramski.

Ayes: Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams  
No: None  
**Motion Carried**

**Amendments to the Agenda**

21-118      **Suspend the rules to vote on item #3 (City of Pontiac Resolution for First Lady JoAnn Jones).** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Miller  
No: None  
**Motion Carried**

21-119      **Motion to add Pontiac Youth Recreation and Enrichment Center (PYREC) Lease Extension to the Agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Shramski, Taylor-Burks, Waterman, Williams, Miller and Pietila  
No: None  
**Motion Carried**

**Approval of Amended Agenda**

21-120      **Motion to approve Agenda as amended.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

May 4, 2021 Study

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

No: None

**Motion Carried**

### **Approval of Minutes**

21-121 **Approve meeting minutes for April 27, 2021.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried**

### **Add-On Resolution**

Discussion on PYREC Lease Extension Resolution

### **Public Comment**

One (1) individual made public comment

### **Discussion**

Status Update on City Council request for Ottawa Towers/Phoenix Center Documents

**Council President Pro Tem Carter arrived remotely from Pontiac, Oakland County, MI at 6:15 p.m.**

**Councilwoman Doris Taylor-Burks remotely left the meeting**

### **Resolutions**

#### **City Council**

21-122 **Resolution for First Lady JoAnn Jones.** Moved by Councilperson Waterman and second by Councilperson Shramski.

WHEREAS, it is the sense of this legislative body to pay proper tribute to individuals of remarkable character whose lives have uplifted, inspired and empowered the community; and;  
WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of First Lady JoAnn Jones, a giving and loyal member of this community; and,  
WHEREAS, First Lady JoAnn Jones was a distinguished graduate of Siena Heights College, earning a Bachelor of Science degree in Allied Health; and,  
WHEREAS, First Lady JoAnn Jones was a dynamic person who was a true humanitarian in every sense of the word, as she spent a lifetime selflessly sharing her gifts of compassion and kindness with others, dedicating an extensive portion of her career to the healthcare industry, working at various private hospitals and universities in both Ohio and in Michigan; and,  
WHEREAS, First Lady JoAnn Jones married the love of her life, Pastor Douglas P. Jones, the Senior Pastor at Welcome Missionary Baptist Church and to this union, the couple was blessed with three daughters, Lucille, Lisa and Erica; and,  
WHEREAS, First Lady JoAnn Jones energetic and vivacious spirit was the driving force behind her unwavering service and devotion to the Pontiac community, she was an active member of Alpha Kappa Alpha Sorority Incorporated, she taught classes and seminars at Welcome Missionary Baptist Church, served as a chairperson for the annual Women's Day Event, operated the church bookstore, Welcome Inspirational Notions (WIN) Christian Bookstore, headed the "Early Bird Gets the Word" session which were held quarterly on the third Saturday of each month and she headed the Women's Hour of Power

May 4, 2021 Study

Fellowship which included fellowshiping of women and friends of Welcome who shared the word, light humor, lunch and a special time for women.

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss First Lady JoAnn Jones, as her life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives she touched; we give our sincerest condolences to the family and friends of First Lady JoAnn Jones.

Ayes: Williams, Carter, Miller, Pietila, Shramski, Waterman and Williams

No: None

**Resolution Passed**

**Suspend the Rules**

21-123 **Motion to suspend the rules to vote on item #4.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Carter, Miller, Pietila, Shramski, Waterman and Williams

No: None

**Motion Carried**

21-124 **Resolution to approve Proposal A City Charter Revision Ballot Question for the August 3, 2021 Primary Election Ballot.** Moved by Councilperson Waterman and second by Councilperson Shramski.

WHEREAS, the Pontiac City Council approved resolution 21-02 a resolution to approve a charter revision for the August 3, 2021 Municipal Primary Election ballot

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pontiac hereby approves the placement of the following charter revision proposal on the August 3, 2021 Primary Election ballot:

**BALLOT QUESTION**

**PROPOSAL A**

Shall the 1982 Charter for the City of Pontiac be revised by a Charter Commission to be selected by the electorate?

☐ Yes

☐ No

Ayes: Williams, Carter, Miller, Pietila, Shramski and Waterman

No: None

**Resolution Passed**

**Referred Item 7** (Resolution to approve, as recommended by the Planning Commission, the Specially Designated Merchant ("SDM") and Class C, 'Bistro' Licenses as requested by the petitioner, 47 North, Inc., 47 N. Saginaw St) **to Planning for Revisions.**

**Adjournment**

Council President Kermit Williams adjourned the meeting at 7:42 p.m.



---

GARLAND S. DOYLE  
INTERIM CITY CLERK

DRAFT

**#2**

**SUBCOMMITTEE  
REPORT**

**DEPARTMENT OF PUBLIC WORKS SUBCOMMITTEE NOTES**  
**April 23, 2021**

Council members: Chair Doris Taylor-Burks, Megan Shramski and President Kermit Williams  
DPW Director: Dan Ringo  
Deputy DPW Director: Al Cooley III  
City Engineer: Abdul H Siddiqui, P.E.

**Start: 2:00 p.m.**

**1. Starting construction to rehab the pavement:**

- a. Oak Ridge Dr
- b. Stirling Lake Dr
- c. Granada St

The project will be starting in the next couple of weeks. The contract was extended. Rolled over funds to get the streets done that are typically complained about. Asked the contractor for a contract plan and will reach out to the council to discuss with residents in the respective districts in order to give them a heads up.

**2. Pending DPW move to Collier Road**

City property on Collier road is vacant. DPW wants to move there as it is a city owned building. Planning can move into the current DPW office. DPW could move into a building the City owns on Collier Rd and there is enough land there to park the entire fleet, have a salt barn and have the entire DPW department under one roof.. It would be perfect. The area is approximately 200,000 square feet and it would allow for better management. It will be vacated and cleaned.

Time- line and projected cost: Will approach Mr. Bostick to discuss ending lease early. They could be out in 90 days. Reached out to IT staff for quote as to the cost to move over there. A different printer maybe needed and if so, it should be included in the Court and PYREC's request for new printers that will be coming before Council for approval. If Planning and Code Enforcement move into DPW's current space, then they are they will bring their own printers.

- Approving RNA's contract was good. RNA is getting started now. Areas and projections.
- On the agenda for Monday to discuss Beaudette Park. Code enforcement and the Sheriff's • Department should be included in the discussion.
- What is the status of the GFL billing? Also, GFL is not picking up re-cycling bins.

- GFL assumed the contract and did not change anything. Advance Disposal should give a refund and then GFL will start billing. Will reach out to GFL (Mr. Gomez) to discuss payments paid to Advance in advance and when GFL will start start billing.
- A response has not been provided regarding building wood planks/ the horse- shoe at Murphy Park and the horse shoe. DPW will respond..
- What is the process for getting a dumpster? Notify DPW in writing. Phone calls are not the best mode of communication. Provide the location and size and Ms. Wesley will arrange for the dumpster to be dropped-off.
- Summary of Sanitation Costs \$15 for an additional cart. Fees will be coming out.
- The status of metal section markers at Oakwood Cemetery. DPW has provided approval for putting them down. Covenant is the contractor and they were given the approvals.
- What date do they start cutting the parks? They will start on Monday of next week, if they haven't started already.
- Weight restricted vehicles. A sign is needed on Nelson St. On 68 Glenwood, they are parking big trucks in the alley. Will investigate.
- Has a quote been obtained for the speed humps? No. Will look into rubber ones like Detroit.
- Three years ago WRC had a grant to inspect sewers? Is there any program currently? DPW is unaware. Will check with the County.

**Adjourned 2:28 p.m.**

**#3**

**SPECIAL  
PRESENTATION**

## PYREC Spring Programs

Program	Times/Dates	Descriptions
The Y (YMCA) All Ages	Thursday 4-5:30pm	Port Sports: Positive Play Initiative mobile sports program provides free play and sports sampling.
Charity Music All Ages	Monday & Wednesday 5-6pm	Sound Booth Instrument sampling. Kids explore wind, percussion, string and electronic instruments.
Sheriff PAL- Outdoor Soccer/Futsal Ages 6-8	Monday & Wednesday 4-4:45pm Saturday (league games) 10:30am-11:30pm	Located at Pontiac Youth Recreation & Enrichment Center's Outdoor Front field
Sheriff PAL- Outdoor Soccer/Futsal Ages 9-12	Monday & Wednesday 5-5:45pm Saturday (league games) 11:30am-12:30pm	Located at Pontiac Youth Recreation & Enrichment Center's Outdoor Front field
Sheriff PAL- Tee Ball Ages 6-8	Tuesday & Thursday 4-4:45pm	Located at Beaudette Park Baseball Diamond 786 Orchard Lake Rd., Pontiac, MI
Sheriff PAL- Baseball Ages 9-12	Tuesday & Thursday 5-4:45pm	Located at Beaudette Park Baseball Diamond 786 Orchard Lake Rd., Pontiac, MI
Sheriff PAL- Basketball Leadership & Coaching Academy Ages 13-18	Wednesday 5-6:00pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Sheriff PAL- Basketball Academy *Group 2 Ages 9-12	Friday 4-5pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Sheriff PAL- Basketball Academy Ages 13-15	Friday 5-6pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Girl Scouts All Ages	Contact Center for more information	Leadership development and enrichment programs for girls.
Power Hour/Tutoring All Ages	Monday-Friday 3:30-6:30pm	PYREC knows the importance that homework and staying on top of school for youth. Power Hour is a designated time where all youth get their homework done, being allotted a private and quite area. Staff will be on hand to assist but generally do not act as one-on-one tutors. It is the responsibility of your child to know their homework assignments and to bring all necessary books, papers etc. to the program each day. When the need arises, PYREC staff are fine working alongside teachers to align programs with school content or spread knowledge of an academic issue facing youth.
Triple Play: Mind, Body & Soul All ages	Monday-Friday 3-7pm	This is a three-pronged program aimed at preparing our members for a well-rounded healthy lifestyle.

		<p>Healthy Habits is the “Mind” component of the Triple Play program. The Healthy Habits curricula focuses on making choices that support a healthy eating pattern and physical wellness. This targeted program is made up of interactive practical activities that develop a young person’s ability, confidence and motivation to eat healthy for life.</p> <p>The “Body” component of Triple Play promotes becoming more physically active through a variety of games, cooperative activities, and sports that develop a young person’s ability, confidence and motivation to be physically fit.</p> <p>The “Soul” component of the Triple Play program encompasses the social recreation activities that are critical to positive youth development. This new, targeted program builds the skills a young person needs to make healthy choices through cooperative, group-based activities that develop a young person’s confidence in themselves and connection to others.</p>
Basketball Skills Ages 8-16	Tuesdays 5-6:30pm	Youth Basketball Skills focuses on skill development, teamwork & fun for all. Experience instructors will work on the basics of passing, dribbling and shooting.
Basketball Skills Ages 11-17	Thursdays 5:45-6:45pm	Youth Basketball Skills focuses on skill development, teamwork & fun for all. Experience instructors will work on the basics of passing, dribbling and shooting.
Youth for Unity Ages 6-9	Monday & Wednesday 4-5pm	Youth for Unity consists of a comprehensive, broad-based set of programmatic interventions. Youth for Unity encourages diversity and confronts biases. This club helps Club members appreciate themselves as unique and special individuals. It also allows members to understand our society’s diversity, recognize bias and unfairness, and take personal accountability in confronting discrimination.
Dance All ages	Monday-Friday 4:30-7:00pm	Dancers will learn proper stretching techniques and exercises and incorporate strengthening movements to help build proper muscle strength and coordination needed for dance. This class is a combination of various types of dance that challenges dancers to use choreography and movement to interpret music and express emotion.
Arts & Crafts All Ages	Monday-Friday 3:30-6:00	Experience different forms of art and various crafts with a skilled instructor.



Area Key
Signature Programs
Social Rec/Games Room
Gym
Learning Center
Art Room
Outdoors

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness
9:00am	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time
10:00am	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time
11:00am	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk
12:00pm	Lunch/Announcements				
1:00pm	Healthy Habits— Juniors Fun Session Junior Gym Open Reading Summer Craft Staff Challenge	PH-Educational Games Staff Challenge Cadet Gym Young Authors Summer Craft Chalk Masterpiece	Healthy Habits— Cadets Fun Session Teen Gym Open Reading Summer Craft Staff Challenge	PH-Educational Games Staff Challenge Junior Gym Young Authors Summer Craft Chalk Masterpiece	Healthy Habits— Teens Fun Session Girls only Gym Open Reading Summer Craft Staff Challenge
2:00pm	Cadets— Sports Challenge Game Time Teen Gym STEAM Games Coloring Contest Tag Games	Juniors Sports Challenge Game Time Junior Gym STEAM Games Painting Obstacle Course/Relay Races	Teens Sports Challenge Game Time Cadet Gym STEAM Games Coloring Contest Tag Games	Cadets Sports Challenge Game Time Teen Gym STEAM Games Painting Obstacle Course/Relay Races	Girls' Sports Challenge Game Time Cadet Gym STEAM Games Coloring Contest Tag Games
3:00pm	Torch/Keystone Clubs Group Game Cadet Gym Computer Time Drawing Sports Leagues	Smart Girls/Passport Group Game Teen Gym Computer Time Collage Sports Leagues	Teens Sports Challenge Game Time Junior Gym Computer Time Drawing Sports Leagues	Smart Girls/Passport Game Time Cadet Gym Computer Time Collage Sports Leagues	Locally Dev. Programs Game Time Junior Gym Computer Time Drawing Sports Leagues



4:00pm	Locally Dev. Programs Physical Challenge Teem Basketball BGC News Art Challenge Sports Leagues	Locally Dev. Programs Minute to Win it Team Dodgeball BGC News Art Challenge Sports Leagues	Locally Dev. Programs Physical Challenge Teem Basketball BCC News Art Challenge Sports Leagues	Locally Dev. Programs Minute to Win it Team Dodgeball BCC News Art Challenge Sports Leagues	Locally Dev. Programs Physical Challenge Teem Basketball Teen Takeover Art Challenge Sports Leagues
5:00pm	Locally Dev. Programs Member's Choice Open Gym Educational Games Multi-Media Free Play	Locally Dev. Programs Member's Choice Staff vs. Members Educational Games Multi-Media Free Play	Locally Dev. Programs Member's Choice Open Gym Educational Games Multi-Media Free Play	Locally Dev. Programs Member's Choice Staff vs. Members Educational Games Multi-Media Free Play	Locally Dev. Programs Member's Choice Open Gym Teen Takeover Multi-Media Free Play



## Summer 2021 Weekly Camp Themes

<b>Week 1</b>	<i>Superheroes</i>	This week we will focus on hometown and club heroes, enjoy arts and crafts, play some hero games and have a great first week of camp! (i.e. Write letters to local veterans, superhero bracelets, Friday have a superhero party to highlight superhero club members that went above & beyond, etc.)
<b>Week 2</b>	<i>Olympics</i>	Campers will take part in Olympic games throughout the different areas of the Club. Physical and mental challenges throughout the week. (i.e. Basketball hoops challenge, obstacle courses, trivia daily, etc.)
<b>Week 3</b>	<i>Let's go Camping!</i>	During the week campers will learn everything they need to know about camping, participate in cool camp games and activities. (i.e. nature hikes, discuss different bug and trees, create lanterns craft project, make s'mores, etc.)
<b>Week 4</b>	<i>Fitness Fun</i>	The focus this week will be fitness and nutrition. Campers will learn healthy recipes they can make at home and participate in a ton of physical and mental health activities. (i.e. Yoga, Zumba, relaxation breathing, physical challenges, easy recipes like smoothies, powers bites, etc.)
<b>Week 5</b>	<i>Spread Kindness Around Like Confetti</i>	Campers and counselors will discuss and demonstrate the importance of being kind during this week of camp. (i.e. Send kindness grams to other campers throughout the week, focus on self-esteem activities, daily kindness challenges for members to do (talk to a new friend, sit somewhere different for lunch, go to an area in the club you usually do not go to) etc.)
<b>Week 6</b>	<i>STEAM</i>	This week members will cover all things STEAM. (i.e. Robotics, Lego building challenges, learn the mathematics of throwing a ball, art performances, etc.)
<b>Week 7</b>	<i>Take me to the Beach</i>	We will take our bags, sunscreen and hats to head to the BGCSM beach. (i.e. Luau party on Friday to wrap things up, splash games outside, water balloon fights, summer beach crafts, etc.)
<b>Week 8</b>	<i>Sports Madness</i>	Campers will enjoy everything sports related. (i.e. Sports trivia, sports camp sessions, learn how to score different sports, etc.)





# YOUTH RECREATION CENTER FEASIBILITY STUDY

FOR THE CITY OF PONTIAC



May 3, 2021 DRAFT  
HRC Job No. 20180269.33



PREPARED BY:



HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive  
Bloomfield Hills, Michigan 48302

ENGINEERING. ENVIRONMENT. EXCELLENCE.  
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*Versions:*

*Draft May 3, 2021*

# Table of Contents

<b>SECTION 1.0 — INTRODUCTION.....</b>	<b>1-1</b>
1.1 PROJECT GOALS .....	1-1
1.2 PROPERTY DESCRIPTIONS .....	1-1
1.3 DAVID EWALT CENTER .....	1-2
1.4 EDISON PURDUE SCHOOL .....	1-2
1.5 CRYSTAL LAKE NEW CONSTRUCTION.....	1-3
1.6 EXISTING PONTIAC YOUTH RECREATION CENTER (PYREC) .....	1-3
<b>SECTION 2.0 — DAVID EWALT CENTER .....</b>	<b>2-1</b>
2.1 EXISTING CONDITIONS .....	2-1
2.2 ANTICIPATED IMPROVEMENTS .....	2-1
2.3 ADDITIONAL CONSIDERATIONS.....	2-2
<b>SECTION 3.0 — EDISON PURDUE SCHOOL.....</b>	<b>3-1</b>
3.1 EXISTING CONDITIONS .....	3-1
3.2 ANTICIPATED IMPROVEMENTS .....	3-1
3.3 ADDITIONAL CONSIDERATIONS.....	3-2
<b>SECTION 4.0 — CRYSTAL LAKE NEW CONSTRUCTION .....</b>	<b>4-1</b>
4.1 EXISTING CONDITIONS .....	4-1
4.2 NEW CONSTRUCTION.....	4-2
4.3 ADDITIONAL CONSIDERATIONS.....	4-4
<b>SECTION 5.0 — EXISTING PYPREC FACILITY.....</b>	<b>5-1</b>
5.1 EXISTING CONDITIONS .....	5-1
5.2 ANTICIPATED IMPROVEMENTS .....	5-1
5.3 ADDITIONAL CONSIDERATIONS.....	5-2
<b>SECTION 6.0 — COST ESTIMATES.....</b>	<b>6-1</b>
<b>SECTION 7.0 — COMPARITIVE ANALYSIS .....</b>	<b>7-1</b>
7.1 FACILITY COMPARISONS .....	7-1
7.2 CONCLUSION .....	7-1
Appendix A: Assessment Reports.....	-







### 1.3 DAVID EWALT CENTER

The David Ewalt Center is an existing recreation center owned by the City located at 1460 N. Perry Street. The building is a single-story masonry structure of approximately 14,000 sq. ft. and has been vacant for a number of years.



The building shares a parking lot with the Oakland County Water Resources Commissioner's Perry Street Pumping Station (seen in background). The site includes a small play structure, (2) basketball courts, (4) tennis courts and a soccer field.

### 1.4 EDISON PURDUE SCHOOL

The Edison Purdue School is an existing school building owned by the City located at 25 S. Sanford Street. The building is a 3-story structure with approximately 150,000 sq. ft. total floor area and has been vacant for a number of years.

There are (3) distinct structures on the site – two tall, interconnected masonry structures and a single-story metal building connected to the other two with an exterior canopy. There is also a large parking lot to the east of the building, and a play structure to the northeast corner of the site.





## 1.5 CRYSTAL LAKE NEW CONSTRUCTION

The Crystal Lake site is the vacant lot located directly in front of the PYREC building at 825 Golf Drive. It is approximately 3.6 acres and shares an access drive with both PYREC to the south and the PACE Southeast Michigan Senior Care Facility and Residence to the east. The property is bisected at the middle by ITC Holding power lines.



## 1.6 EXISTING PONTIAC YOUTH RECREATION CENTER (PYREC)

The Existing PYREC Facility is a one-story structure of 54,000 sq. ft. and is currently leased by the City for use as the City's Recreation Center. The building is located at 825 Golf Drive. A Building Assessment of this facility was performed by HRC in 2020.





## SECTION 2.0 — DAVID EWALT CENTER

### 2.1 EXISTING CONDITIONS

Refer to the Appendix for HRC's Building Assessment Report for a synopsis of our understanding of the existing conditions at the facility.

This site is located to the far northeast corner of the City and has access to extensive green space in addition to being near Galloway Lake Park.



### 2.2 ANTICIPATED IMPROVEMENTS

In order to make the building useable and functional as a Youth Recreation Center, it would need to be renovated and improved as follows:

#### ≡ Site Improvements

- Replace part of parking lot and site paving for access and ADA compliance.
- Provide updates to electrical service and site lighting for safety and code compliance.
- Replace playground equipment and wood chip play surfacing.
- Renovate basketball and tennis courts.
- Demolish falling down building at south end of parking lot.

#### ≡ Building Improvements

- Extensive interior renovations including repairing walls, and providing new finishes at floors, walls, and ceilings. Adding new insulation at walls and ceilings should also be included.
- Properly remove any remaining asbestos and/or lead paint.
- Enlarge restrooms as needed for ADA compliance.
- Re-caulk all exterior joints and wall openings.
- New windows and doors throughout.
- Roofing replacement, including possible structural damage to roof deck.
- Replace entire electrical system.
- Replace entire HVAC system.

- Replace entire plumbing system.
- Repair both elevators to working order.
- Fire Protection updates as needed.

Refer to Section 6 for HRC's Opinion of Probable Construction Costs for the aforementioned work scope.

Please note, these recommendations assume that the existing layout and program spaces in the building are acceptable as-is, given that the building was a Rec Center previously. Should the Owner desire to modify spaces for a different layout, i.e., relocate office or classroom space, add storage spaces by subdividing meeting rooms, add shower facilities, etc., those changes would likely incur additional costs not reflected in this report.

## **2.3 ADDITIONAL CONSIDERATIONS**

It is our understanding that the existing PYREC building on Golf Drive has adequate space and amenities for City needs. At 54,000 sq. ft., it is almost 4 times of the size of the Ewalt facility. Therefore, should Ewalt be renovated to replace the current PYREC facility, it would have far less amenity space to provide programming and events to the Community. This is an important consideration when comparing the available options for meeting City needs.

Given that there is already a building in place at this site, there would be no new development costs associated with this option. Nearly all the costs for this project are for renovations and replacements, which reduces overall costs on the project. By renovating the building, it also creates a useable facility for the City, instead of being left vacant in its current state to further deteriorate.

The building is already a Recreation Center, so the layout of the building would presumably not need to change much during renovations to make it suitable for reuse which is advantageous. And it is assumed that the structure of the building is still sound and only requires minor repairs. Although all of the major systems in the building would need full replacement, a good portion of the existing architecture should be able to be reused.

The existing site is large and could accommodate building an addition onto the existing facility if desired. There is also an abundance of green space on site as well as the surrounding areas due to the proximity of Galloway Lake Park. And if it is determined that the City would prefer to demolish the building and construct a new, larger facility in its place, there appears to be sufficient room for this on the property.



## SECTION 3.0 — EDISON PURDUE SCHOOL

### 3.1 EXISTING CONDITIONS

Refer to the Appendix for HRC's Building Assessment Report for a synopsis of our understanding of existing conditions at the facility.

This site is located towards the middle of the City, to the east of the Downtown Area. It is situated in a predominantly residential area, but there are small businesses located along the Pike Street corridor there.



### 3.2 ANTICIPATED IMPROVEMENTS

In order to make the building useable and functional as a Youth Recreation Center, it would need to be renovated and improved as follows:

#### ≡ Site Improvements

- Replace all parking lot and site paving for access and ADA compliance.
- Provide updates to electrical service and site lighting for safety and code compliance.
- Repair perimeter fence at north, east & south sides of site, and replace deteriorated concrete retaining wall at south edge of site.
- Replace playground equipment and wood chip play surfacing.
- Renovate green space area with new Sports Courts.
- Demolish single story metal building at north edge of site.

#### ≡ Building Improvements

- Extensive interior renovations including repairing walls, and providing new finishes at floors, walls, and ceilings. Adding new insulation at walls and ceilings should also be included.
- Properly remove any remaining asbestos and/or lead paint.
- Rework building layout and wall locations for more appropriate Rec Center layout (current building layout is presumed to be too large with too many Classroom type spaces to be effectively used for existing City needs).

- Enlarge restrooms as needed for ADA compliance.
- Re-caulk all exterior joints and wall openings.
- New windows and doors throughout.
- Roofing replacement, including possible structural damage to roof deck.
- Replace entire electrical system.
- Replace entire HVAC system.
- Replace entire plumbing system.
- Repair elevator to working order.
- Fire Protection updates as needed.
- Renovations to Pool facility.

Refer to Section 6 for HRC's Opinion of Probable Construction Costs for the aforementioned work scope.

### **3.3 ADDITIONAL CONSIDERATIONS**

The Purdue facility has approximately 150,000 sq. ft. of available floor area – for reference, the existing PYREC building is roughly 1/3 of the size of the Purdue facility. Therefore, should Purdue be renovated into a new Recreation Center, it would have a great deal of additional space and extra amenities for the City to utilize as well as maintain. It is likely that some of this additional space would not be needed for Rec Center programs, so the planning process for this renovation should include a larger discussion about what the additional space could be utilized for as well as a consideration of access, security, and lease arrangements.

Potential opportunities to consider for this extra space could include:

- ≡ Rentable community meeting spaces
- ≡ Vocational training for Food Service, Automotive, or Industrial jobs
- ≡ Community Education Classes
- ≡ Leasable office space for Non-Profit Groups and/or City Organizations
- ≡ Library Satellite Location

The building also has a pool facility and cafeteria space, which the existing PYREC building does not have, and if the City chose to keep and maintain these spaces, there would be additional classes and activities that the City could offer to its residents. It should also be noted that the increased size of this facility in comparison to the PYREC building will incur significant additional yearly maintenance and staff costs.

Given that there is already a building in place at this site, there would be no new development costs associated with this option. Nearly all the costs for this project are for renovations and replacements, which reduces overall costs on the project. By renovating the building, it also creates a useable facility for the City, instead of being left vacant in its current state to further deteriorate.

The building was an educational facility with support spaces for youth enrichment, so the layout of the building would likely only require minor changes to make it suitable for reuse as a Recreation Center which is advantageous. And it is assumed that the structure of the building is still sound and only requires minor repairs. Although all of the major systems in the building would need full replacement, a good portion of the existing architecture should be able to be reused.

Given its presumed condition and interior layout, the single-story metal building on the north edge of the site would not likely be worth it to renovate, so it would need to be demolished. This would allow for additional outdoor space close to the building for additional parking, sports courts, amphitheater space or other outdoor amenities.

The building has some very distinctive architectural features and has a stately presence that recalls the City's celebrated history. As such, it has a cultural significance to the community. It should be noted that because of the buildings' age and historical status, there may be available grants and/or tax credits available from the State or Federal Government that could be utilized to cover a portion of the funding necessary to restore the building.





## SECTION 4.0 — CRYSTAL LAKE NEW CONSTRUCTION

### 4.1 EXISTING CONDITIONS

This site is situated south west of downtown Pontiac between Bagley Street and Fairfax Avenue along Golf Drive. The 3.6-acre vacant parcel is predominantly surrounded by residential properties, north of the existing PYREC facility and Southeast Michigan PACE Senior Care facility, and south of The Links at Crystal Lake Golf Course. The current parcel is zoned R-1, One Family Dwelling, which has a permitted use for Recreation Centers in accordance with the City's Zoning Ordinance.

The existing parcel does have some utility restrictions as there is a single ITC Holdings lattice tower located in the center of the property with overhead electrical power lines running across the center of the property to the east and west. According to ITC Holdings there a minimum 20-foot buffer area will need to be maintained from their utilities with all proposed vertical structure.



## 4.2 NEW CONSTRUCTION



Figure 1 - Conceptual Layout 1

Based on some of the limitations of the site, such as parcel size and utility buffer requirements with ITC Holding, the following items will be required to build a new Youth Recreation Center at the location show in Figure 1. The above site plan is a conceptual representation of the following:

### ≡ Site Development

- Building size will be limited to a maximum of 48,000 square feet (less if sidewalks and landscaping are desired all around the building).
- A facility of this size requires (80) off street parking spaces and (4) ADA accessible parking spaces.
- Building and drainage features shall be situated outside of the 20-foot utility buffer area and away from the lattice tower as required by ITC Holding which is illustrated in Figure 1 in blue.
- A Site Plan review will be required by ITC Holding for buffer space approval with all vertical structures, parking lot areas, and placement of detention area.
- On-site storm water detention will be required prior to final flush. The detention pond shown in Figure 1 at the southeast edge of the site is sized to meet required site volume.
- A Consumers Energy High Pressure gas line runs along the north side of Golf Drive which has the capacity to service the proposed facility and a back-up generator, if needed.
- An OCWRC 12-inch water main runs along the southern road right-of-way of Golf Drive which will supply service to the building.



- An OCWRC 12-inch sanitary sewer runs along the edge of the existing PYREC driveway to the south which will supply service to the building.



Figure 2 - Parcel Acquisition Conceptual Site Design

If the City wishes to expand the existing 3.6-acre parcel (Figure 1) and acquire a section of the existing PYREC property, as shown in Figure 2, most of the site's limiting factors would be eliminated except for the ITC Utility 20-foot Buffer Area. With acquisition of the additional property as shown in Figure 2, the new site would be approximately 9.1 acres and would allow the property to be developed into a Recreation Center that meets or exceeds the existing PYREC facility and includes recreational ball fields (baseball fields shown, but could alternatively be basketball courts or a soccer field as well). The above plan is a conceptual representation of the following:

#### ≡ Site Development

- Combined parcel would allow for a 55,000 square foot building which matches or exceeds the size of the existing PYREC building. Exact layout of site to be adjusted if sidewalks and landscaping are desired on all sides of the facility.
- New parcel would be approximately 9.1 acres total (existing parcel is approximately 3.6 acres).
- A facility of this size requires (92) off street parking spaces and (4) ADA Accessible parking spaces. (Parking layout as currently shown has 132 spaces to be able to host multiple events.)
- Building and drainage features shall be situated outside of the 20-foot utility buffer area and away from the lattice tower as required by ITC Holding which is illustrated in Figure 2.
- A Site Plan review will be required by ITC Holding for utility buffer space approval for all vertical structures, parking lot areas, and placement of detention ponds if applicable.

- On-site storm water detention will be required prior to final flush. The detention pond shown in Figure 2 in the southwest corner of the site is approximately sized to meet the required volume of the site.
- Utility service connections would be approximately in the same location as in Figure 1 for the proposed building as the existing utility locations would not have changed.

### 4.3 ADDITIONAL CONSIDERATIONS

Given that the existing site is undeveloped, the site costs for this option are significant compared to the other alternatives. Although there are adequate utilities available in the area to service a new building, all of the infrastructure (i.e., domestic water, sanitary, power, natural gas, drainage, etc.) would need to be created new for the site. The location of the ITC power lines, and more specifically the tower structure, also place significant limitations on the use of the current site and its available layout.

Although the site layout is limited, it is able to fit a building only slightly smaller than the exiting PYREC facility. As the property is zoned R-1, it likely has limited potential to outside developers. So, the fact that the City is able to develop this disadvantaged site into a viable property is a positive benefit.

Having an undeveloped site does offer a significant advantage though in that the City would be able to create exactly the facility that their residents' desire. Should this option be selected, it is recommended that the City pursue a series of community engagement activities (townhall style meetings, mail surveys, and City website/ social media polls) to better understand what specific amenities are most desired by the citizens.

Constructing a new facility of this size and amenities will incur significant costs, and would likely want to be eye-catching and interesting in appearance to bring people in. It should be considered whether this site and location is best suited to carry a significant new City property such as this. Golf Drive is a two-lane road that allows for limited traffic – it is also recommended that the City consider the increased traffic that a new facility like this would bring to the area.

## SECTION 5.0 — EXISTING PYPREC FACILITY

### 5.1 EXISTING CONDITIONS

Refer to HRC's Youth Recreation Center Facility Evaluation Report dated May 20, 2020 for documentation of existing conditions and recommended improvements.



### 5.2 ANTICIPATED IMPROVEMENTS

In order to keep the building useable and functional as a Recreation Center, the following repairs and improvements were recommended (phased over the next 10 years):

#### ≡ Site Improvements

- Repair parking lot and site paving.
- Plan for eventual replacement of site paving.
- Demolish deteriorated remote building at south edge of property.
- Update sport court and play structure.

#### ≡ Building Improvements

- Interior renovations including repairing walls and providing new gym floor.
- Exterior renovations including brick repairs, replace soffits, and repainting.
- Properly remove any remaining asbestos and/or lead paint.
- Re-caulk all exterior joints and wall openings.
- New exterior windows and doors; interior door hardware replacement.
- Roofing replacement.
- Update electrical service and replace lighting.
- Replace heating water boilers and rooftop HVAC equipment.
- Replace classrooms unit ventilators.
- Renovate restrooms and locker rooms.



### 5.3 ADDITIONAL CONSIDERATIONS

It is our understanding that the current facility adequately meets the needs of City residents. It should be noted that since the building is already being used as the City's Youth Rec Center, there would be minimal inconvenience to the residents to continue to use the facility in this way. The building's maintenance and renovation needs are known and can be phased over the next 10 years to keep costs manageable to the City.


Given that the City currently leases the property from Dr. Carl Byerly, the price of purchasing the property is a significant additional cost to consider when evaluating the long-term feasibility of the facility. It should also be noted that the property does contain a large section of undeveloped area to the north (where the ITC power lines are located) and this area of the site may be able to be combined with the piece the City currently owns to make a larger property along Golf Drive that could be more enticing to sell to potential developers.

Consideration should also be given to the site in terms of its location within the neighborhood and the City. The property is not centrally located or off a major thoroughfare and does not appear to be near public transportation routes, which may inhibit residents from using the facility to its fullest potential. In addition, there are limited outside play areas at the site, despite available space to locate them. It would be advantageous to create more safe outdoor spaces for the youth to enjoy at the facility.

Should significant program changes be made to the facility in the future, i.e., sponsoring large events such as plays, tournaments, or dances, or by adding building amenities like a cafeteria, pool or splash pad, the additional traffic to the site should be carefully considered, especially given the quiet residential nature of the surrounding streets.

## SECTION 6.0 — COST ESTIMATES

HRC has provided our Engineer's Opinion of Probable Project Costs in this Section for each of the four (4) proposed sites, which is intended to act as a preliminary guide for the City in determining general cost magnitudes for the recommended improvements as delineated in this report. The costs are based on our initial recommendations for improvements and should be viewed as conceptual only. Projected costs have been determined using 2021 RS Means Construction Cost information as well as historical data and current industry trends in the Southeast Michigan Region.

 <b>HUBBELL, ROTH &amp; CLARK, INC</b> CONSULTING ENGINEERS SINCE 1915		555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300		
PROJECT: <b>PONTIAC RECREATION CENTER FEASIBILITY STUDY</b>				
ENGINEER'S OPINION OF PROBABLE PROJECT COST				
LOCATION: <b>DAVID EWALT CENTER - 1460 PERRY ST.</b>			DATE:	<b>4/28/2021</b>
BASIS FOR ESTIMATE: <input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> FINAL			PROJECT NO.	<b>20180269.33</b>
WORK: <b>RENOVATIONS - 14,000 SF. FT. FACILITY</b>			ESTIMATOR:	<b>ARU</b>
			CHECKED BY:	<b>BKD/AMM</b>
Description	Quantity	Unit	Unit Price	Total Cost
<b>SITE WORK</b>				
1 Parking Lot and Site Paving	1	LS	\$ 450,000.00	\$ 450,000.00
2 Electrical Service & Site Lighting Repairs	1	LS	\$ 15,000.00	\$ 15,000.00
3 Replace Playground Equipment	1	LS	\$ 40,000.00	\$ 40,000.00
4 Renovate Sports Courts	1	LS	\$ 50,000.00	\$ 50,000.00
5 Demolish Remote Building	1	LS	\$ 20,000.00	\$ 20,000.00
<b>Subtotal - SITE WORK</b>				<b>\$ 575,000.00</b>
<b>BUILDING WORK</b>				
1 Interior & Exterior Building Repairs	1	LS	\$ 650,000.00	\$ 650,000.00
2 Painting	1	LS	\$ 42,000.00	\$ 42,000.00
3 Roof Replacement	1	LS	\$ 180,000.00	\$ 180,000.00
4 Electrical System Replacement	1	LS	\$ 120,000.00	\$ 120,000.00
5 Mechanical System Replacement	1	LS	\$ 325,000.00	\$ 325,000.00
6 Plumbing System Updates	1	LS	\$ 100,000.00	\$ 100,000.00
7 Elevator Repairs	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal - BUILDING WORK</b>				<b>\$ 1,467,000.00</b>
<b>SUMMARY</b>				
SITE WORK				\$ 575,000.00
BUILDING WORK				\$ 1,467,000.00
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$ 2,042,000.00</b>
General Conditions, OH+P (~20%)				\$ 408,400.00
Contingencies (~12%)				\$ 245,040.00
<b>Subtotal - Construction Cost w/ Contingencies</b>				<b>\$ 2,695,440.00</b>
<b>OTHER COSTS</b>				
Engineering Design Allowance (8%)				\$215,635.20
Construction Administration Allowance (5%)				\$134,772.00
Hazardous Materials Testing & Abatement				\$26,954.40
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$40,000.00
<b>Subtotal - OTHER COSTS</b>				<b>\$417,361.60</b>
<b>TOTAL CONSTRUCTION BUDGET - EWALT CENTER RENOVATIONS</b>				<b>\$3,112,801.60</b>





HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915

555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300

PROJECT: **PONTIAC RECREATION CENTER FEASIBILITY STUDY**

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: **PURDUE SCHOOL - 25 S. SANFORD ST.**

PROJECT NO. 20180269.33


BASIS FOR ESTIMATE: ☒ PRELIMINARY ☐ FINAL

ESTIMATOR: ARU

WORK: **RENOVATIONS - 150,000 SQ. FT. FACILITY**

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
<b>SITE WORK</b>				
1 Parking Lot and Site Paving	1	LS	\$ 950,000.00	\$ 950,000.00
2 Electrical Service & Site Lighting Repairs	1	LS	\$ 40,000.00	\$ 40,000.00
3 Fence & Retaining Wall Repairs	1	LS	\$ 90,000.00	\$ 90,000.00
4 Replace Playground Equipment	1	LS	\$ 100,000.00	\$ 100,000.00
5 Renovate Sports Courts	1	LS	\$ 75,000.00	\$ 75,000.00
6 Demo Single Story Metal Building (Assumes Scrap Value)	1	LS	\$ 25,000.00	\$ 25,000.00
<b>Subtotal - SITE WORK</b>				<b>\$ 1,280,000.00</b>
<b>BUILDING WORK</b>				
1 Interior & Exterior Building Repairs	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
2 Window & Door Replacements	1	LS	\$ 800,000.00	\$ 800,000.00
3 Change Building Layout for Rec Center Usage	1	LS	\$ 150,000.00	\$ 150,000.00
4 Painting	1	LS	\$ 100,000.00	\$ 100,000.00
5 Roof Replacement	1	LS	\$ 1,000,000.00	\$ 250,000.00
6 Electrical System Replacement	1	LS	\$ 1,500,000.00	\$ 1,000,000.00
7 Mechanical System Replacement	1	LS	\$ 2,000,000.00	\$ 1,500,000.00
8 Plumbing System Updates	1	LS	\$ 1,000,000.00	\$ 2,000,000.00
9 Elevator Repairs	1	LS	\$ 250,000.00	\$ 1,000,000.00
10 Fire Suppression & Fire Alarm System Replacements	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
11 Pool Renovations	1	LS	\$ 750,000.00	\$ 750,000.00
<b>Subtotal - BUILDING WORK</b>				<b>\$ 11,550,000.00</b>
<b>SUMMARY</b>				
SITE WORK				\$ 1,280,000.00
BUILDING WORK				\$ 11,550,000.00
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$ 12,830,000.00</b>
General Conditions, OH+P (~20%)				\$ 2,566,000.00
Contingencies (~12%)				\$ 1,539,600.00
<b>Subtotal - Construction Cost w/ Contingencies</b>				<b>\$ 16,935,600.00</b>
<b>OTHER COSTS</b>				
Engineering Design Allowance (5%)				\$846,780.00
Construction Administration Allowance (3%)				\$508,068.00
				\$338,712.00
Hazardous Materials Testing & Abatement				\$84,678.00
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$150,000.00
<b>Subtotal - OTHER COSTS</b>				<b>\$1,928,238.00</b>
<b>TOTAL CONSTRUCTION BUDGET - PURDUE ACADEMY RENOVATIONS</b>				<b>\$18,863,838.00</b>

 <b>HUBBELL, ROTH &amp; CLARK, INC</b> CONSULTING ENGINEERS SINCE 1915		555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300		
<b>PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY</b>				
<b>ENGINEER'S OPINION OF PROBABLE PROJECT COST</b>				
			DATE:	4/28/2021
LOCATION: <b>CRYSTAL LAKE, ~825 GOLF DRIVE (VACANT SITE)</b>			PROJECT NO.	20180269.33
BASIS FOR ESTIMATE: <input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> FINAL			ESTIMATOR:	ARU
WORK: <b>NEW CONSTRUCTION - 48,000 SQ. FT. FACILITY</b>			CHECKED BY:	BKD/AMM
Description	Quantity	Unit	Unit Price	Total Cost
<b>SITE WORK</b>				
1 Site Work - Excavation, Earthwork, Restoration	1	LS	\$ 250,000.00	\$ 250,000.00
2 Parking Lot and Site Paving	1	LS	\$ 800,000.00	\$ 800,000.00
3 Site Storm Water Detention	1	LS	\$ 150,000.00	\$ 150,000.00
4 Utilities	1	LS	\$ 100,000.00	\$ 100,000.00
5 Electrical Service & Site Lighting	1	LS	\$ 50,000.00	\$ 50,000.00
6 Landscaping & Irrigation	1	LS	\$ 30,000.00	\$ 30,000.00
7 Signage	1	LS	\$ 20,000.00	\$ 20,000.00
<b>Subtotal - SITE WORK</b>				<b>\$ 1,400,000.00</b>
<b>BUILDING WORK</b>				
1 Gymnasium	12,000	SqFt	\$ 200.00	\$ 2,400,000.00
2 Mezzanine with Running Track & Weight Room	4,000	SqFt	\$ 150.00	\$ 600,000.00
3 Cafeteria & Kitchen	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
4 Classrooms	15,000	SqFt	\$ 150.00	\$ 2,250,000.00
5 Offices	2,000	SqFt	\$ 150.00	\$ 300,000.00
6 Shower/Locker Rooms and Restrooms	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
7 Support Spaces	3,000	SqFt	\$ 120.00	\$ 360,000.00
<b>Subtotal - BUILDING WORK</b>				<b>\$ 9,910,000.00</b>
<b>SUMMARY</b>				
SITE WORK				\$ 1,400,000.00
BUILDING WORK				\$ 9,910,000.00
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$ 11,310,000.00</b>
General Conditions, OH+P (~20%)				\$ 2,262,000.00
Contingencies (~12%)				\$ 1,357,200.00
<b>Subtotal - Construction Cost w/ Contingencies</b>				<b>\$ 14,929,200.00</b>
<b>OTHER COSTS</b>				
Engineering Design Allowance (5%)				\$746,460.00
Construction Administration Allowance (7%)				\$1,045,044.00
Survey Layout Allowance				\$14,929.20
Materials & Geotechnical Testing Allowance				\$29,858.40
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$100,000.00
<b>Subtotal - OTHER COSTS</b>				<b>\$1,936,291.60</b>
<b>TOTAL CONSTRUCTION BUDGET - CRYSTAL LAKE NEW CONSTRUCTION (Original Lot)</b>				<b>\$16,865,491.60</b>



**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300

PROJECT: **PONTIAC RECREATION CENTER FEASIBILITY STUDY**

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: **CRYSTAL LAKE, ~825 GOLF DRIVE (VACANT SITE)**

PROJECT NO. 20180269.33


BASIS FOR ESTIMATE: ☒ PRELIMINARY ☐ FINAL

ESTIMATOR: ARU

WORK: **NEW CONSTRUCTION - 55,000 SQ. FT. FACILITY**

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
<b>SITE WORK</b>				
1 Site Work - Excavation, Earthwork, Restoration	1	LS	\$ 500,000.00	\$ 500,000.00
2 Parking Lot and Site Paving	1	LS	\$ 1,200,000.00	\$ 1,200,000.00
3 Site Storm Water Detention	1	LS	\$ 200,000.00	\$ 200,000.00
4 Utilities	1	LS	\$ 125,000.00	\$ 125,000.00
5 Electrical Service & Site Lighting	1	LS	\$ 75,000.00	\$ 75,000.00
6 Sports Field	1	LS	\$ 80,000.00	\$ 80,000.00
7 Landscaping & Irrigation	1	LS	\$ 50,000.00	\$ 50,000.00
8 Signage	1	LS	\$ 25,000.00	\$ 25,000.00
<b>Subtotal - SITE WORK</b>				<b>\$ 2,255,000.00</b>
<b>BUILDING WORK</b>				
1 Gymnasium	12,000	SqFt	\$ 200.00	\$ 2,400,000.00
2 Mezzanine with Running Track & Weight Room	4,000	SqFt	\$ 150.00	\$ 600,000.00
3 Cafeteria & Kitchen	9,000	SqFt	\$ 250.00	\$ 2,250,000.00
4 Classrooms	21,000	SqFt	\$ 150.00	\$ 3,150,000.00
5 Offices	2,000	SqFt	\$ 150.00	\$ 300,000.00
6 Shower/Locker Rooms and Restrooms	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
7 Support Spaces	3,000	SqFt	\$ 120.00	\$ 360,000.00
<b>Subtotal - BUILDING WORK</b>				<b>\$ 11,060,000.00</b>
<b>SUMMARY</b>				
SITE WORK				\$ 2,255,000.00
BUILDING WORK				\$ 11,060,000.00
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$ 13,315,000.00</b>
General Conditions, OH+P (~20%)				\$ 2,663,000.00
Contingencies (~12%)				\$ 1,597,800.00
<b>Subtotal - Construction Cost w/ Contingencies</b>				<b>\$ 17,575,800.00</b>
<b>OTHER COSTS</b>				
Cost of Purchasing Adjacent Parcel at 825 Golf Drive				<b>TBD</b>
Engineering Design Allowance (5%)				\$878,790.00
Construction Administration Allowance (7%)				\$1,230,306.00
Survey Layout Allowance				\$17,575.80
Materials & Geotechnical Testing Allowance				\$35,151.60
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$120,000.00
<b>Subtotal - OTHER COSTS</b>				<b>\$2,281,823.40</b>
<b>TOTAL CONSTRUCTION BUDGET - CRYSTAL LAKE NEW CONSTRUCTION (Expanded Lot)</b>				<b>\$19,857,623.40</b>

 <b>HUBBELL, ROTH &amp; CLARK, INC</b> CONSULTING ENGINEERS SINCE 1915		555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300		
<b>PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY</b>				
<b>ENGINEER'S OPINION OF PROBABLE PROJECT COST</b>				
LOCATION: PYREC EXISTING FACILITY - 825 GOLF DR.		DATE:	4/28/2021	
BASIS FOR ESTIMATE: <input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> FINAL		PROJECT NO.	20180269.33	
WORK: RENOVATIONS - 54,000 SQ. FT. FACILITY		ESTIMATOR:	ARU	
		CHECKED BY:	BKD/AMM	
Description	Quantity	Unit	Unit Price	Total Cost
<b>SITE WORK</b>				
1 Parking Lot and Site Paving Repairs	1	LS	\$ 16,000.00	\$ 16,000.00
2 Plan for future replacement of asphalt paving	1	LS	TBD	TBD
3 Demolish Remote Building	1	LS	\$ 20,000.00	\$ 20,000.00
4 Replace Playground Equipment	1	LS	\$ 40,000.00	\$ 40,000.00
5 Renovate/Create New Sports Courts	1	LS	\$ 50,000.00	\$ 50,000.00
<b>Subtotal - SITE WORK</b>				<b>\$ 126,000.00</b>
<b>BUILDING WORK</b>				
1 Interior & Exterior Building Repairs	1	LS	\$ 546,000.00	\$ 546,000.00
2 Gym Flooring Replacement	1	LS	\$ 200,000.00	\$ 200,000.00
3 Roof Replacement	1	LS	\$ 500,000.00	\$ 500,000.00
4 Window & Door Replacements	1	LS	\$ 850,000.00	\$ 850,000.00
5 Electrical System Replacement	1	LS	\$ 222,500.00	\$ 222,500.00
6 Mechanical System Replacement	1	LS	\$ 392,400.00	\$ 392,400.00
7 Plumbing System Updates	1	LS	\$ 26,200.00	\$ 26,200.00
<b>Subtotal - BUILDING WORK</b>				<b>\$ 2,737,100.00</b>
<b>SUMMARY</b>				
SITE WORK				\$ 126,000.00
BUILDING WORK				\$ 2,737,100.00
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$ 2,863,100.00</b>
General Conditions, OH+P (~20%)				\$ 572,620.00
Contingencies (~12%)				\$ 343,572.00
<b>Subtotal - Construction Cost w/ Contingencies</b>				<b>\$ 3,779,292.00</b>
<b>OTHER COSTS</b>				
Cost of Purchasing Property (TBD)				\$3,200,000.00
Engineering Design Allowance (8%)				\$302,343.36
Construction Administration Allowance (5%)				\$188,964.60
Hazardous Materials Testing & Abatement				N/A
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$10,000.00
<b>Subtotal - OTHER COSTS</b>				<b>\$3,701,307.96</b>
<b>TOTAL CONSTRUCTION BUDGET - PYREC EXISTING FACILITY RENOVATIONS</b>				<b>\$7,480,599.96</b>



## SECTION 7.0 — COMPARITIVE ANALYSIS

### 7.1 FACILITY COMPARISONS

Based on our understanding of project particulars, here is a brief list of pros/cons for each site.

#### Ewalt Center

##### Pros

- ≡ Site already developed.
- ≡ Building is already a Rec Center.
- ≡ Existing building shell appears stable.
- ≡ Large site with good outdoor spaces; near Galloway Lake Park.
- ≡ Building could be demo'd and a larger facility built there instead.

##### Cons

- ≡ Needs extensive renovations - \$3.1 million.
- ≡ Renovations cannot be phased; all are needed prior to occupancy.
- ≡ Building is small, less programs available.
- ≡ Not centrally located in City.

#### Purdue School

##### Pros

- ≡ Site already developed.
- ≡ Existing building shell appears stable.
- ≡ Centrally located in City.
- ≡ Extra amenities – pool, cafeteria, etc.
- ≡ Potential uses for extra space to offer unique programming or use as rental.

##### Cons

- ≡ Layout needs adjusting for Rec Center use.
- ≡ Needs extensive renovations - \$18.9 million.
- ≡ Renovations cannot be phased; all are needed prior to occupancy.
- ≡ Age of building.
- ≡ Additional maintenance & staff costs.

#### Crystal Lake

##### Pros

- ≡ Blank slate to create desired facility.
- ≡ Fully utilize a challenging piece of property that may otherwise remain vacant.
- ≡ \$1,000,000 donated towards construction.

##### Cons

- ≡ Power line easement restricts site layout.
- ≡ Site & building need to be developed from scratch.
- ≡ Not centrally located in City
- ≡ Increased road traffic on Golf Dr.
- ≡ Cost - \$16 million base site layout; \$20 million plus cost of purchasing extra parcel.

#### Existing PYREC

##### Pros

- ≡ Existing facility is a known commodity.
- ≡ Meets City needs; currently used as the City's Youth Rec Center.
- ≡ Manageable renovations needed that can be phased over the next 10 years - \$3.7 million.
- ≡ Site expansion capabilities available or possible sell off of front parcel.

##### Cons

- ≡ Property not City Owned - \$3.2 million purchase price.
- ≡ Not centrally located in City
- ≡ Increased road traffic on Golf Dr.

## 7.2 CONCLUSION

There are many important factors involved when determining which of the aforementioned (4) options is best suited to meet the needs of City residents:

- ≡ Facility size.
- ≡ Range of available building amenities and program activities.
- ≡ Range of available site amenities.
- ≡ Location within the City (to best serve youth population).
- ≡ Proximity to public transportation.
- ≡ Facility maintenance and staff costs.
- ≡ Overall cost of facility (including property acquisition costs).
- ≡ Sense of civic pride instilled by facility (i.e., residents are excited to be there).

Some factors may be less important to the youth, while others are a top priority. Parents and/or caregivers may have differing views from their children. City management will likely also have their own considerations for which factors are most important from a civic perspective. Regardless of which factors have the greatest impact on the decision-making process, it will be important that all sides are considered before making a final determination on how best to proceed.

## *Appendix A — Assessment Reports*





## Memorandum

To: Dan Ringo, DPW Director – City of Pontiac

From: Adrianna Melchior, AIA, Associate – Hubbell, Roth & Clark

Date: April 27, 2021

Subject: Building Assessment Report – David Ewalt Community Center HRC Job No. 20180269.33

HRC was tasked with reviewing City provided data for the David Ewalt Community Center located at 1460 N. Perry Street as part of an overall Recreation Center Feasibility Study. It is our understanding that the aforementioned building has been vacant for some time and there are both environmental and security concerns which prevent HRC from entering the building to perform assessments. Therefore, for the purposes of this report, we have made general assumptions about the facility based on the available data.

City provided information on the facility included a proposal for Building Repairs to the building dated October 27, 2016, and your memo to Mayor Waterman dated March 10, 2021.



Delhi Township  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

Detroit  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

Grand Rapids  
81925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

Howell  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

Jackson  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

Kalamazoo  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

Lansing  
215 S. Washington 5Q  
Suite D  
Lansing, MI 48933  
517-292-1488



Floor plans of the building were not able to be provided, so we have assumed the following based on available data:

- Overall building footprint is approximately 14,000 sq. ft. The building is single-story. The north portion of the building has a lower finished floor height and is presumed to be a double height gym space, while the south portion of the building is shorter and would contain single-story office and support spaces.
- Construction is assumed to be double wythe masonry walls (brick veneer exterior, Concrete Masonry Units (CMU) interior) with concrete floor and roof decks.



Photo 1



Photo 2



Photo 3



Photo 4

I was able to view the exterior of the building and noted that all the windows and doors have been boarded up. It is likely that both doors and windows are significantly damaged and/or deteriorated at this point given that the building has been left unattended for so long and these would all likely need to be replaced as part of renovation efforts.

The exterior masonry appears to be in good condition with only minor work needed to replace deteriorated sealant at control joints and around window and door openings.

Given the presumed age of the roof, lack of maintenance and DPW observed roof leaks, I would recommend that roofing be replaced on the building. During the design process the roof deck should be checked for water damage and collateral repairs done if any of the structure has been compromised.

It is my understanding that during the 2016 assessment, people entering the building needed to wear Haz Mat suits to safely enter the facility due to environmental damage at the building interior. Given the age of the building, the presence of other hazardous materials, such as asbestos and lead paint are possible. A full hazardous material assessment of the building is recommended to be performed prior to the start of any renovation projects in order to determine abatement efforts needed.

According to the 2016 quote, it appears that the mechanical, electrical, and plumbing systems have all been severely compromised, and a full replacement of all components would be required in order to reoccupy the building. Additionally, plumbing fixtures and the (2) elevators are non-functional, and all wall, ceiling and floor finishes would need to be replaced due to extensive damage. It is presumed that a portion of the walls would also need to be repaired and that all the cabinets/countertops, restroom accessories, and interior doors require complete replacement.

It was observed that the sidewalk leading up to the main front entry of the building appears to be too steep to meet ADA requirements, therefore it is recommended that this sidewalk be completely replaced with a compliant one as part of renovation efforts. Several other sections of the sidewalk around the building would need to be repaired or replaced as well due to age and level of deterioration. And it would be advantageous to create a canopy structure over the main entrance as a protected exterior gathering/waiting area for building patrons.



Photo 5



Photo 6

The north portion of the main parking lot was redone in conjunction with the construction of the Pump Station building adjacent, but the south portion of the lot is excessively deteriorated and would need to be completely reconstructed. There is also a small outbuilding to the south edge of the parking lot that should be demolished as it appears to be structurally failing and is a public safety hazard.

Existing site features include (2) basketball courts, (4) tennis courts, a small play structure and a soccer field – these are all in varying states of deterioration and would need improvements or replacement as part of renovation efforts at the building.





## Memorandum

To: Dan Ringo, DPW Director – City of Pontiac

From: Adrianna Melchior, AIA, Associate – Hubbell, Roth & Clark

Date: April 27, 2021

Subject: Building Assessment Report – Edison Purdue School HRC Job No. 20180269.33

HRC was tasked with reviewing City provided data for the Edison Purdue School located at 25 S. Sanford Street as part of an overall Recreation Center Feasibility Study. It is our understanding that the aforementioned building has been vacant for some time and there are both environmental and security concerns which prevent HRC from entering the building to perform assessments. Therefore, for the purposes of this report, we have made general assumptions about the facility based on the available data.

City provided information on the facility included a 2-page report prepared by the DPW dated January 19, 2021, and your memo to Mayor Waterman dated March 10, 2021. Both documents reference a site visit to the building performed by DPW staff on November 29, 2020.

There is a marker stone above the main entry door that reads "Eastern Junior High School" with an established date of 1924, so the main building is almost 100 years old. A preliminary check of the National Register of Historic Places was conducted, and the property was not listed so it is not believed to be a designated historic facility.



**Delhi Township**  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

**Detroit**  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

**Grand Rapids**  
81925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

**Howell**  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

**Jackson**  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

**Kalamazoo**  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

**Lansing**  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488



Floor plans of the building were not able to be provided, so we have assumed the following based on available data:

- Overall building footprint is approximately 55,000 sq. ft. The west and south portions of the building appear to be 3-story classroom facilities while the east portion appears to be a single-story recreational space.
- Construction is assumed to be double wythe masonry walls (brick veneer exterior, Concrete Masonry Units (CMU) interior) with concrete floor and roof decks.
- There is a separate single-story metal building to the north – this building is for storage only.
- There is a pool facility with locker rooms, and a Cafeteria and Kitchen on the first floor of the main building.
- There are tunnels below the building for mechanical and plumbing access.

I was able to view the exterior of the building and noted that all the windows and doors at grade have been boarded up and a number of the windows on the upper floors are broken or damaged in some way. All the doors appear to have been damaged to some degree. Part of one window (including the frame) was seen laying on the ground in front of the building. It is my assumption that a significant portion of the windows and all the ground floor exterior doors will need to be replaced.



Photo 1



Photo 2

The brick able to be seen from the ground appeared to be in stable condition. It was noted that many of the limestone accent pieces at the facades needed some minor repairs and/or repointing to address issues with deterioration. There is a sloped accent band that runs around the building at the first-floor ceiling line that should be checked more closely for loosened stones to ensure they do not fall off the building.



Photo 3



Photo 4



The building was observed to have a number of areas where graffiti had been painted over on both brick and metal surfaces which should be removed as part of an overall renovation project.

Given the presumed age of the roof, lack of maintenance and DPW observed roof leaks, I would recommend that all of the roofing be replaced on all buildings. During the design process the roof deck should be checked for water damage and collateral repairs done if any of the structure has been compromised.

In your memo to the Mayor, it was also noted that there were leaks that had buckled the floor in the main gym. And that "mold exists in several spots near ceilings throughout the building". The development of mold given the circumstances is understandable, but this would need to be tested, and if found to be hazardous, would need to be properly removed as part of the renovation efforts. Given the age of the building, the presence of other hazardous materials, such as asbestos and lead paint are possible. A full hazardous material assessment of the building is recommended to be performed prior to the start of any renovation projects in order to determine abatement efforts needed.

It is my understanding that the building has been significantly vandalized at the interiors and all of the building systems have been compromised to various degrees, although the building structure itself was reported to "seem sound" and "the building is not in any danger or threat of collapsing". It is advisable to have a structural engineer fully inspect the building in order to determine if there are any underlying conditions that need to be addressed.

It appears that the mechanical, electrical, and plumbing systems have all been severely compromised, and a full replacement of all components would be required in order to reoccupy the building. Additionally, plumbing fixtures and the elevator are non-functional, and a significant portion of the wall, ceiling and floor finishes would need to be replaced due to extensive damage. It is presumed that many walls would also need to be repaired and that all the cabinets/countertops, restroom accessories, and interior doors/windows require complete replacement.

As part of renovation efforts, the building as a whole would need to be brought into compliance with the Americans with Disabilities Act (ADA) for accessibility – ramps and/or additional elevators may need to be installed in order to address these issues. Given the location of site parking, it is also assumed that there would need to be a new handicap accessible main entrance with some sort of exterior canopy created on the southeast corner of the building to accommodate building patrons.



Photo 5



Photo 6

There is a concrete retaining wall at the south end of the property – this wall was observed to have some significant cracking and was noted to be displaced in several locations. There was extensive spalling and the rebar is exposed throughout, which can lead to progressive failure. The steel fence posts embedded in the concrete have also rusted out and caused

additional deterioration in the wall. These issues should be addressed as part of a renovation, although repairing this wall to original condition may be more costly than removing it and providing a new retaining wall in the same location.

All parking lot surfaces are in poor condition and should be repaved to address uneven surfaces and large gaps/cracks. There is also a play structure on the north edge of the site that should be removed and replaced. The green space area at this corner of the site could be reorganized to afford additional basketball courts and/or other small sport courts as well as a new play structure for community enrichment.







## HRC OFFICE LOCATIONS

- ≡ **Bloomfield Hills**  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6300 | Fax: (248) 454-6312
- ≡ **Detroit**  
Buhl Building, Suite 1650  
535 Griswold Street | Detroit, MI 48226  
(313) 965-3330
- ≡ **Howell**  
105 West Grand River  
Howell, MI 48843  
(517) 552-9199
- ≡ **Kalamazoo**  
834 King Highway, Suite 107  
Kalamazoo, MI 49001  
(269) 665-2005
- ≡ **Delhi Township**  
2101 Aurelius Road, Suite 2  
Holt, MI 48842  
(517) 694-7760
- ≡ **Grand Rapids**  
801 Broadway NW, Suite 215  
Grand Rapids, MI 49504  
(616) 454-4286
- ≡ **Jackson**  
401 S. Mechanic Street, Suite B  
Jackson, MI 49201  
(517) 292-1295
- ≡ **Lansing**  
215 South Washington Square  
Lansing, MI 48933  
(517) 292-1488

**#4**

**SPECIAL  
PRESENTATION**

## MEMORANDUM OF UNDERSTANDING FOR A PUBLIC PRIVATE PARTNERSHIP AND MUTUAL DEFERRAL AGREEMENT

This Memorandum of Understanding and Mutual Deferral Agreement ("Agreement") is made this 11<sup>th</sup> day of March 2021 between the **CITY OF PONTIAC**, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"), **PHOENIXRISINGPONTIAC, LLC**, a Michigan limited liability company, whose address is 33 N. Saginaw Street, Pontiac, Michigan 48342 ("Phoenix") and **OTTAWA TOWERS 2021, LLC**, a Michigan limited liability company, whose address is 33 N. Saginaw Street, Pontiac, Michigan 48342 ("Towers").

### Recitals

*Whereas*, The City and Dearborn Capital Partners, LLC ("Dearborn") are parties to that certain Agreement of Purchase and Sale dated November 23, 2020 and that certain Closing Agreement dated February 3, 2021 (collectively, the "Purchase Agreement") regarding the City's sale and Dearborn's purchase of: 1) the Ottawa Towers Building (Tax Parcel 14-32-226-020); 2) the Grassy Lot (Tax Parcel 14-32-226-021); 3) the Judson Parcel (Tax Parcel 14-32-227-002); and 4) the following 5 vacant parcels identified as Tax Parcels 14-29-484-003, 14-29-484-010, 14-32-227-003 and 14-32-231-009 and the vacant triangle lot south of 140 S Saginaw, and the City's long term lease of the Phoenix Center Garage ("Garage Lease"); and

*Whereas*, Dearborn has created two entities to affect the terms contained in the Purchase Agreement: Towers to take title to the property being purchased; and Phoenix to enter into a long-term lease of the Phoenix Center Garage. These entities, collectively and under Dearborn, intend to partner with the City to plan and execute the public private partnership (the "PPP") set forth in Section 6 of the Purchase Agreement; and

*Whereas*, The Phoenix Center is an iconic asset in the heart of the City and a place of culture and entertainment for its residents and the region. Its amphitheater and plaza sit atop a parking garage that provides access to the plaza, as well as parking for the public and multiple office towers and properties adjacent to the facility. Each party has retained their respective responsibility for improving and maintaining certain aspects of the site, but also seek to define the roles and opportunities of a broader partnership; and

*Whereas*, The City's leaders strive to plan and grow a sustainable community, connecting its neighborhoods, residents and businesses and providing all of Pontiac an opportunity to have a stake in the success of this important City asset and place. Dearborn is known for its creativity in real estate financing and its commitment to the social impact of investing in the restoration of communities. Together, the parties intend to build a cohesive partnership to give new identity and life to the City's historic downtown through its redevelopment and the concepts of this unique partnership; and

*Whereas*, As a result of a third-party legal action in the Oakland County Circuit Court, and ongoing outside interference, the parties were forced to delay the closing of the Purchase Agreement and entering into the Garage Lease so as to manage and minimize its impact upon the transaction. The City has obtained an order of dismissal of the legal action, but the various effects of the interference make it necessary to defer the final negotiation and preparation of the PPP for a period of sixty (60) days from this date. It is the parties' intent that the PPP shall be fully set forth in a Memorandum of Understanding ("MOU"), and that the terms of such agreement will take into account the effects of the third-party attacks on the parties' agreement(s); and

*Whereas*, The parties agree that it is of mutual obligation and importance that the Global Settlement Agreement creating the consideration of the Purchase Agreement is timely closed. The parties therefore intend to apply an amount of Towers' proceeds to the closing that will allow the Global Settlement Agreement to close, acknowledging that, as of the date of closing, there remains a balance under the terms of the Purchase Agreement in the approximate amount of \$578,208.99 ("Reserved Balance") to fully fund the purchase of the above-described real property from the City; and

*Whereas*, It is in the interests of the parties to mitigate any damages that would result from failing to timely close the Global Settlement Agreement, as such the City is willing to defer the Reserved Balance for a period of at least

60 days from this date with the understanding that the Reserved Balance will either be incorporated into the parties' respective or mutual obligations under the PPP or remitted pursuant to a negotiated satisfaction taking into account the causal effects of the delayed closing; and

*Whereas*, in support of the mutual partnership intended by the negotiation, drafting and execution of the PPP and the purposes described herein, it is acknowledged that the brokerage fee due and owing from the City to Dirt Realty, as set forth in the Purchase Agreement to be paid upon closing, is acknowledged as satisfied by the agreement and accord of Dirt Realty.

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. **Recitals.** The Recitals are incorporated by reference as an integral part of this Agreement.
2. **Public Private Partnership Agreement.** The parties agree that the execution of the PPP shall be deferred for a period of 60 days from this date, where in the interim the parties shall, in good faith, negotiate the final terms of the PPP and prepare the same for signature. The intended terms of the PPP shall include, but are not limited to:
  - a. Joint Use and Operation. As contemplated in the Purchase agreement, the PPP shall define the operational aspects of jointly using the garage and the site not otherwise contained in the Parking Lease executed at closing.
  - b. Employment / Apprenticeship. In connection with the development of the site the parties will seek to engage Pontiac Based Businesses to provide professional and consulting services relating to the development. In addition, the use of local hiring organizations to refer eligible applicants for job opportunities, including the Pontiac Jobs Pipeline. Also, seeking to identify open positions to provide apprentice or intern opportunities to qualified Pontiac residents that are also City residents and that meet the job requirements.
  - c. Capital Improvement Fund. The Parties shall explore the design and launch of a special fund to capture a portion of revenues derived from special events, naming, sponsorships, grants, and other activities. The captured revenue will be placed in a capital fund specifically designated to support the ongoing improvement and maintenance of the community elements in the Phoenix Center, including the plaza, amphitheater, and any park like features developed in the future through the mutual activity of the Parties.
  - d. Enrichment and Growth. Seeking to open the facility to entrepreneurs, stakeholders or non-profit organizations offering community services and/or benefits to the Pontiac community, thinkers and dreamers to incubate new companies, ideas and programs.
  - e. Shared Revenue and Programming. Exploring the opportunity to participate in the attraction of tenants and uses to the site, sharing in the commissions and fees, or cooperatively bringing in programs and events and applying revenues to proportionately amongst those involved.
3. **Reserved Balance.** Dearborn Capital, through its formed entities Towers and Phoenix, acknowledges the amount of the Reserved Balance and agrees that it remains an obligation of the Purchase Agreement, such obligation not being waived by this deferral. Notwithstanding the foregoing, the parties each acknowledge that the delays caused by third party interference and the improper release of confidential and attorney client privileged information by a member of City Council have caused an undue burden on both City and Towers. As such, the parties agree that as part of the good faith and mutual negotiation of a final PPP the Reserved Balance may be collected or applied in a manner that is consistent with the intent of the Purchase Agreement, including a combination of capital resources, in kind services, or mutually supported grant or investment opportunity, provided such application meets the equity consideration of the Purchase Agreement.
4. **Non – Modification of Purchase Agreement.** The terms of this agreement do not modify the Purchase Agreement, the Garage Lease and the terms respectively contained in each. The parties agree that the Purchase Agreement remains enforceable, and no part of this Memorandum waives or excludes any provision of the Purchase Agreement unless and until such provision is modified within the PPP, as executed and agreed by the parties.




5. **Duty of Parties.** Each party shall take all steps reasonably necessary to facilitate the duties under this Memorandum and the performance of those duties at the earliest possible opportunity. Time is of the essence in completing and executing the PPP.
6. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class, postage prepaid, to the appropriate Party at the Party's address set forth in this Agreement or to such other address that shall be designated in writing by the Party.
7. **Amendment.** This Agreement shall not be changed except by a writing executed by each Party.
8. **Governing law.** This Agreement shall be governed in all respects by the laws of the State of Michigan. If either party is forced to seek a judicial remedy to the performance of the duties of this Memorandum such party shall be entitled to costs and fees upon prevailing on such action for enforcement.
9. **Entire agreement.** This Agreement sets forth the entire understanding of the Parties. This Escrow Agreement supersedes and replaces any oral or written escrow agreement(s) entered into by the Parties before the date of this Escrow Agreement. This Agreement may be executed in counterparts and when taken together shall constitute a single incorporated document.
10. **Binding effect.** This Agreement, including its terms and provisions, shall survive Closing (as defined in the Purchase Agreement) and shall be binding on, inure to the benefit of, and be enforceable by the Parties' heirs, legal representatives, successors, and assigns.

**SIGNATURES ON THE FOLLOWING PAGE**  
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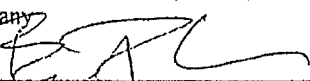
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Executed by the parties effective as of March 11, 2021.


**CITY OF PONTIAC**, a Michigan municipal corporation

By:   
Dierdre Waterman  
Its: Mayor

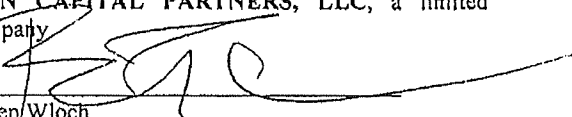
**PHOENIXRISINGPONTIAC, LLC**, a Michigan limited liability company

By:   
Brien Wloch  
Its: Manager

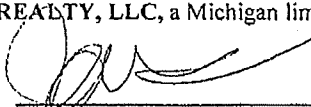
**OTTAWA TOWERS 2021, LLC**, a Michigan limited liability company

By:   
Brien Wloch  
Its: Authorized Signatory

**DEARBORN CAPITAL PARTNERS, LLC**, a limited liability company

By:   
Brien Wloch  
Its: Authorized Signatory

**DIRT REALTY, LLC**, a Michigan limited liability company

By:   
Bob Wain  
Its: Authorized Signatory

**#5**

# **RESOLUTION**

## MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: April 30, 2021

RE: Proposed 2020-21 Fiscal Year Budget Hearings, Public Hearing and Discussion Schedule

<b>Wednesday, May 19, 2021</b>	
Departments	Start Time
Fire (Waterford Regional)	9:30 a.m.
Public Safety (Oakland County Sheriff)	10:00 a.m.
50 <sup>th</sup> District Court	10:30 a.m.
Department of Public Works (DPW)	11:00 a.m.
<b>Thursday, May 20, 2021</b>	
Departments	Start Time
Building (Wade Trim)	9:30 a.m.
Planning/Code Enforcement	10:30 a.m.
Law (Giarmarco, Mullins and Horton)	11:30 a.m.
<b>Wednesday, May 26, 2021</b>	
Departments	Start Time
Clerk, Elections and Marihuana Regulations	10:00 a.m.
Youth Recreation	11:00 a.m.
Senior Citizens	11:30 a.m.
<b>Thursday, May 27, 2021</b>	
Departments	Start Time
Finance	10:00 a.m.
Human Resources	
Information Technology (I.T.)	
Income Tax	
Treasury	
Economic/Community Development	11:00 a.m.
Cable	11:30 a.m.

<b>Tuesday, June 1, 2021</b>	Start Time
Public Hearing on the Budget	5:00 p.m.
<b>Wednesday, June 2, 2021</b>	
Departments	Start Time
Mayor	10:00 a.m.
City Council	10:30 a.m.
City Council Budget Discussion (Proposed Adjustments to the Budget)	11:00 a.m.
<b>Thursday, June 3, 2021</b>	Start Time
City Council Budget Discussion (Proposed Adjustments to the Budget)	10:00 a.m.

Now Therefore Be It Resolved that the City Council of the City of Pontiac approves the 2021-22 Fiscal Year Budget Schedule.



**#6**

**RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR MAY 19, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for May 19, 2021 at 9:30 a.m.

**#7**

# **RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR MAY 20, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for May 20, 2021 at 9:30 a.m.

**#8**

# **RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR MAY 26, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for May 26, 2021 at 10:00 a.m.



**#9**

# **RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR MAY 27, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for May 27, 2021 at 10:00 a.m.

**#10**

**RESOLUTION**



**RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE BUDGET FOR JUNE 1, 2021**

Whereas, pursuant to MCL 141.412 and 141.413, the City of Pontiac is required to publish a public hearing notice for the City's proposed City Tax Rate;

Now therefore, be it resolved that the City Council sets Tuesday, June 1, 2021 at 5:00 PM during the regular City Council meeting as the date, time, and place to hold a public hearing for the City's proposed City Tax rate to support the proposed annual budget for FY 2021-2022.

**#11**

**RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR JUNE 2, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for June 2, 2021 at 10:00 a.m.



**#12**

**RESOLUTION**



**RESOLUTION TO SCHEDULE A SPECIAL MEETING ON THE BUDGET FOR JUNE 3, 2021**

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac schedules a Special Meeting on the Budget for June 3, 2021 at 10:00 a.m.

**#13**

**RESOLUTION**



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY  
101 E. Hillbelle, Lansing MI 48903  
(517) 335-5790  
www.michigan.gov/mgcb

## LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.163(K)(1))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from Hope Against Trafficking of Pontiac  
NAME OF ORGANIZATION CITY

county of Oakland asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable  
gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

### APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

### DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

WLS/H2016

COMPLETION Required  
PENALTY: Possible denial of application  
DATE: 01/01/2016

## QUALIFICATION INFORMATION

Complete this form and submit with the required qualification documents listed on the attached Qualification Requirements sheet. A Bingo, Raffle, or Charity Game Ticket license application and fee may also be submitted with this information. See box #5 below for mailing instructions.

### 1. ORGANIZATION INFORMATION

Organization Name <b>Hope Against Trafficking</b>			
Organization Physical Street Address <b>16 Murphy St</b>			
City <b>Pontiac</b>	State <b>Mi</b>	Zip Code <b>48341</b>	County <b>Oakland</b>
Organization Mailing Address <b>PO Box 431413</b>			<input type="checkbox"/> Same as Physical Address
City <b>Pontiac</b>	State <b>Mi</b>	Zip Code <b>48343</b>	County <b>Oakland</b>
Organization Telephone Number <b>248. 499 8416</b>			

### 2. ORGANIZATION PURPOSE

Briefly describe the purpose of your organization.  
**24 month residential program to transform the lives of survivors of human trafficking, and to educate the population on the lures, dangers and signs of human trafficking**

### 3. LICENSE APPLICATION

Enclosed is a completed application and fee for a ☐ Bingo ☒ Raffle ☐ Charity Game Ticket license  
Make checks payable to STATE OF MICHIGAN.


### 4. AUTHORIZED CONTACT PERSON

First Name <b>Michele</b>		Last Name <b>Ishister</b>		Position/Role with Organization <b>President/Treasurer</b>	
Mailing Address <b>PO Box 431413</b>				City	
State <b>Pontiac</b>	Zip Code <b>Mi</b>	Telephone Number (Day)	Telephone Number (Evening)		
By signing below, I hereby certify that the representations, information, and data presented are true, accurate, and complete to the best of my knowledge. I understand that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.					
Authorized Contact Person Signature <b>Michele T. Ishister</b>				Date <b>4/6/2021</b>	
Print Authorized Contact Name and Title <b>Michele T. Ishister, President/Treasurer</b>					



### 5. MAILING INSTRUCTIONS

Mail this completed Qualification information form, the required qualification documentation listed on the Qualification Requirements sheet, and the completed license application and fee (if also applying for a gaming license) to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909. If submitting by overnight carrier (FedEx, UPS, etc.), send to Charitable Gaming Division, 101 East Hillsdale, Lansing, MI 48933.



 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O.Box 2508,M/S 6403  
Cincinnati OH 45201

In reply refer to: 4077956534  
Apr. 15, 2020 LTR 4168C 0  
46-2932988 000000 00  
00016440  
BODC: TE

  
  
  
HOPE AGAINST TRAFFICKING  
PO BOX 431413  
PONTIAC MI 48343-1413

030049

Employer ID number: 46-2932988  
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Apr. 03, 2020, about your tax-exempt status.

We issued you a determination letter in September 2014, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



4077956534  
Apr. 15, 2020 LTR 4168C 0  
46-2932988 000000 00  
00016441

HOPE AGAINST TRAFFICKING  
PO BOX 431413  
PONTIAC MI 48343-1413

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

*Stephen A. Martin*

Stephen A. Martin  
Director, EO Rulings & Agreements

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 09 2014**

MONARCH WINGS MINISTRIES LLC  
PO BOX 1667  
ROYAL OAK, MI 48073-0000

Employer Identification Number:  
46-2932988  
DIN:  
26053632002654  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
April 24, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

MONARCH WINGS MINISTRIES LLC

Sincerely,

*Tamara Rippanda*

Director, Exempt Organizations

## **ARTICLES OF INCORPORATION 2021**

**ADOPTED: 2-26-2021 -B**

### **Preamble:**

We, the board of Hope Against Trafficking, in order to establish our work on an enduring basis, and in order to meet the needs of human trafficking victims, form a safe haven in a home environment, and through advocating and establishing partnerships will provide the needed medical, mental, educational, vocational and legal services these women need that brings healing, and the opportunity to rediscover their God-given identity through Jesus Christ.

### **Constitution:**

#### **Article I: Name of Corporation**

- The name of this group shall be "Monarch Wings Ministries" with a recent change to amend our Legal name to Hope Against Trafficking. As such, going forward this group is named Hope Against Trafficking.
- The group is incorporated as a non-profit corporation and is duly registered with the Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, PO Box 30054, Lansing, MI 48909 under corporation number to be established when registered.

#### **Article II: Location**

- The registered location for this corporation shall be 16 Murphy Ave, Pontiac, MI 48341. The address for the ministry is PO Box 431413, Pontiac, MI 48341.

#### **Article III: Mission**

- The mission of Hope Against Trafficking is to provide a holistic program including a restorative home to help female survivors of human trafficking rebuild, restore and transform their lives. We are working to answer the call for safe housing and restorative support for adult female survivors of sex and labor trafficking in Southeast Michigan to have hope for their future. Our program is one of the first program of its kind in Southeast Michigan. Hope Against Trafficking is a 2-year residential program that provides rent-free housing and comprehensive services focused on the physical, mental and economic transformation needs of female survivors of trafficking so they become empowered to thrive once again.
- The purpose of Hope Against Trafficking is to offer a safe place paired with a comprehensive program for adult survivors of human trafficking to recover, heal and thrive. HAT Hope Against Trafficking is centered around a trauma-informed, victim-centered approach that allows for individualized plans offering the victims of human trafficking the opportunity to make informed decisions about the support they need to work through the impact of their trauma and help them work toward identifying and achieving their personal goals.
- To receive and administer funds and to operate exclusively for charitable and/or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986,

- or comparable provisions of subsequent legislation (the "Code"), and in particular the making of distributions to organizations that qualify as exempt organizations under Section 501(C)(3) of the Code that provide an environment where individuals can practice and learn nutrition and good exercise habits to promote a healthy future.
- To acquire, own, dispose of and deal with personal property and interests; therein and to apply gifts, grants, bequests and devise, furtherance of the purposes of the Corporation.
  - To do such things and to perform such acts to accomplish its purpose as the Board of Directors may determine to be appropriate and as are not forbidden by Section 501(C)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.
  - As such, Hope Against Trafficking's program supports the following objectives that will help to empower women and continue to bring this issue to the political forefront:
    - Respond to the physical, emotional and psychological needs of adult female human trafficking victims
    - Provide assistance to help stabilize their lives after trafficking through counseling, support systems, free housing, workshops and employment opportunities;
    - Move survivors toward independent living through education, job skill development, life skills coaching, goal setting, budget development, and a savings match program;
    - Educate survivors of their legal rights within the criminal justice system through advocacy, referrals and accompaniment to relevant services;
    - Create awareness and training in the surrounding communities to inform the public about how to identify trafficking victims and how they can best support their spectrum of needs as volunteers.
  - Develop and support advocacy platforms to reflect challenges and best practices in combating human trafficking to support the development and implementation of related policies and practices.
  - Launch a Social Enterprise to create job opportunities and sustainable income to reinvest back into our community of residents and Hope Against Trafficking.
  - The organization shall not, as a substantial part of its activities, attempt to influence legislation or participate to any extent in a political campaign for or against any candidate for public office.
  - This corporation is organized exclusively for charitable, religious, and educational purposes including for such purposes the making of distributions to organizations that qualify as exempt organizations under section 501(c) 3 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### Article IV: Tenets of Faith

- We believe that the Bible is the Word of God in human language. These Scriptures are fully inspired and they hold final authority in the life of the believer.
- We believe in the one true living God, Creator of the universe, perfect and sovereign, and ready to save from sin and death those coming to him through faith in the death and resurrection of Christ.

- We believe that all humans have exercised their will against God, and due to sin, they are incapable of returning to God by their own power or good works.
- We believe that God revealed himself most fully in Jesus Christ for the express purpose of redeeming lost humanity. Jesus was born of a virgin, fully God, yet fully human. He was crucified and rose again on the third day. He is now alive, exalted as Lord and Christ, and he holds all power in heaven and on earth.
- We believe that salvation comes by the grace of God, that is, his unmerited favor which he bestows upon sinful humans. Faith is the acceptance of God's gift of salvation. It is trust to the point of a commitment and not simply the belief that God exists.
- We believe the Holy Spirit comes to indwell all believers in response of faith. He bears witness to Christ and guides God's people into the truth. He graciously provides gifts and ministries to enable believers and the church to carry out ministry according to the Scriptures.

#### Article V: Polity

- The corporation is formed on a Directorship basis; the government and administration of the affairs of this organization are vested in the Board of Directors of Hope Against Trafficking.
- This organization will endeavor to cooperate in the furtherance, partnership and participation of other organizations, whose efforts are directed towards anti-human trafficking in such ways, and at such times, as the Board Members shall determine.
- Individuals and Board Members with Hope Against Trafficking are to be cognizant of potential conflict of interest situations as related to internal and external business decisions. For more information, reference Appendix A: Conflict of Interest Policy for details and disclosure procedures.
- Upon the dissolution of the corporation, assets shall be distributed for, as close as possible to the purposes of this corporation, one or more exempt purposes within the meaning of section 501(c) 3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### Article VI: Meetings

- An annual business meeting of the Board shall be held during the month of January for the purpose of:
  - Nominations for elections and appointments shall be submitted in writing to the Board President at least 15 days before the annual business meeting.
  - Proposed amendments to the Articles and By-Laws shall be submitted to the Board President at least 15 days before the annual business meeting.
  - Review and evaluation of the board, staff and organization
- Special meetings may be called by any Board member under the above stipulations for calling a special meeting.

- A quorum for any meeting shall consist of the Board members who are in attendance and/or those Board members who vote in absentia by proxy. A Board member may vote in absentia on business items by an email generated by a member of the board and whose subject must reflect there is a request for a vote by absent members.
- A majority vote of the Directors present and the authorized votes in absentia shall be the deciding factor in any question of business.
- Roberts Rules of Order shall govern the meetings of the assembly. No motion to call the question shall be in order until every voting Board member present who wishes to do so has had an opportunity to speak on the question, but the chair may limit debate to one minute per speaker until each voting member has had an opportunity to speak.

Article: VII:

- A. No member of the Board of Directors of the Corporation who is a volunteer director and no volunteer officer, as those terms are defined in the Michigan Nonprofit Corporation Act, as amended (the "Act"), shall be personally liable to the Corporation for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director, officer for any of the following:
- 1) a breach of the director's or officer's duty of Corporation;
  - 2) acts or omissions not in good faith or misconduct or a knowing violation of law;
  - 3) a violation of Section 551(1) of the Act;
  - 4) a transaction from which the director or officer derived an improper benefit;
  - 5) an act or omission occurring before the filing of these Articles of Incorporation; or
  - 6) an act or omission that is grossly negligent.
- B. The Corporation shall assume all liability to any person other than the Corporation for all acts or omissions of a volunteer director occurring on or before the filing of these Articles of Incorporation and incurred in the good faith performance of the volunteer director's duties. The Corporation shall not assume any liability resulting from excise taxes imposed by under Chapter 42 of the Code. The Corporation shall not assume any liability resulting from claims arising under state law for mismanagement of the Corporation's assets. The Corporation shall not assume any liability to the extend the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code.
- C. The Corporation shall assume all liability for all acts or omissions of a volunteer officer or other non-director volunteer, as those terms are defined in the Act, other than liability for excise taxes imposed under Chapter 42 of the Code, occurring on or after the effective date of the filing of these Articles of Incorporation, if all of the following are met:
- 1) the volunteer was acting or reasonably believed he, or she was acting within the scope of his or her authority;



2) the volunteer was acting in good faith;  
3) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct:

- 4) the volunteer's conduct was not an Intentional tort; and  
5) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed, as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

However, the Corporation shall not assume any liability to the extent the assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code,

- D. If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors, officers, or non-director volunteers of nonprofit corporations, then the liability of the Corporation's directors, officers, and non-director volunteers, in addition to the limitation, elimination, and assumption of personal liability contained in this Article, will be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination, or assumption of liability is inconsistent with the Status of the Corporation as an organization described in Section 501(C)(3) of the Code. No amendment or repeal of this Article will apply to or have any effect on the liability or alleged liability of any such person for any acts or omission occurring prior to the effective date of any such amendment or repeal.

#### Article VIII:

- A. The Corporation will distribute its income at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.
- B. The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.
- C. The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code.
- D. The Corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Code.
- E. The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### Article IX:

- The Corporation, including all activities incident to its purposes shall at all times be conducted so as to be an organization described in Section 501(C)(3) of the Code. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(C)(3) of the Code, (b) a

corporation contributions to which are deductible under Section 170(c) and Section 2055.2522 or 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

- No part of the assets or net earnings of the Corporation shall inure to the benefit or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II above.
- No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

## **Appendix A: Conflict of Interest Policy**

### **Article I – Purpose**

The purpose of the Conflict-of-Interest Policy is to protect Hope Against Trafficking interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Hope Against Trafficking or might result in a possible excess benefit of interest applicable to nonprofit and charitable organizations.

### **Article II - Definitions**

- **Interested Person**  
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- **Financial Interest**  
A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - A. Against Trafficking has a transaction or arrangement.
  - B. A compensation arrangement with Hope Against Trafficking or with any entity or individual with which Hope Against Trafficking has a
  - C. transaction or arrangement, or
  - D. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Hope Against Trafficking is negotiating a transaction or arrangement.
- Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An ownership or investment interest in any entity with which Hope
- A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Article III – Procedures**

**Duty of Good Faith:** Directors, officers, committee members and employees of Hope Against Trafficking shall exercise the utmost good faith in all transactions touching upon their duties to Hope Against Trafficking and its property. They shall not use their positions, or knowledge gained from their positions, in such a way that a conflict may arise between their own personal interest and that of Hope Against Trafficking therefore, when a director, officer, committee member or employee is affiliated with an organization that seeks to enter into a transaction with Hope Against Trafficking it is incumbent upon the Board of Directors to take reasonable steps to determine that the arrangement is fair and reasonable to Hope Against Trafficking before giving its authorization.

**Duty to Disclose:** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board

delegated powers considering the proposed transaction or arrangement.

**Determining Whether a Conflict of Interest Exists:** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

**Procedures for Addressing the Conflict of Interest:** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether Hope Against Trafficking can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors or committee members whether the transaction or arrangement is in Hope Against Trafficking's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

**Violations of the Conflicts of Interest Policy:** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall then appropriate disciplinary and corrective action.

**Article IV- Records of Proceedings:** The minutes of the governing board and all committees with board delegated powers shall contain:

- The names of the persons who disclose or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- The names of the persons who were present for discussions and votes relating to the

transaction or arrangement, the contents of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**Article V – Compensation:**

- A voting member of the governing board who receives compensation, directly or indirectly, from Hope Against Trafficking for services are precluded from voting on matters pertaining to that member's compensation.
- A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Hope Against Trafficking or services is precluded from voting on matters pertaining to that member's compensation.
- No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Hope Against Trafficking, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**Article VI - Annual Statements:** Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement, which affirms such person:

- Has received a copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands Hope Against Trafficking is charitable and to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

**Article VII- Periodic Reviews:** To ensure Hope Against Trafficking operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to Hope Against Trafficking's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII - Use of Outside Experts:** When conducting the periodic reviews as provided for in Article VII, Hope Against Trafficking may, but need not to, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Hope Against Trafficking**

**Conflict of Interest Disclosure Statement and Record of Abstention**

**DISCLOSURE**

The following is a written record of my affiliation with an organization seeking to enter into a transaction with the Hope Against Trafficking:

Name of Organization: \_\_\_\_\_

Date of Affiliation: \_\_\_\_\_

Date of Disclosure: \_\_\_\_\_

Affiliation: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**NOTICE**

It is the policy of the Board of Directors of Hope Against Trafficking to remind its directors, officers, principal committee members and employees annually of the policy, which pertains to situations involving conflicts of interest or possible conflicts of interest and to the duty of loyalty and confidentiality in their relations with Hope Against Trafficking

A copy of the Conflict-of-Interest Policy adopted by Hope Against Trafficking is attached hereto. Please acknowledge your awareness of this policy by completing and signing the enclosed copy of this notice and returning it for the records.

**ACCEPTANCE**

I am aware of the policy referred to above and subscribe to the same without reservation. I acknowledge that Hope Against Trafficking is charitable and, in order to maintain its tax-exempt status, must engage primarily in activities that accomplish its tax-exempt purpose.

I am affiliated with the following organizations that provide or may seek to provide services, equipment or facilities to Hope Against Trafficking (If none, please enter "none" on the first line.)

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



## **Appendix B: By-Laws**

### **By-Law 1: Volunteers**

- Each volunteer must have sincere concern for the welfare and needs of all residing or participating in any and all facilities or programs sponsored by Hope Against Trafficking. Each volunteer must be a responsible member of the community and will be approved, oriented or dismissed by the Hope Against Trafficking Board or its representatives(s).

### **By-Law II: Board of Directors**

There shall be an official Board of Directors of not less than five (5) and not more than eleven (11) members, which shall be committed to the management, support, direction, coordination of Hope Against Trafficking and the governing of its ministry. Board members shall be elected to a three-year term. Board members may be elected to two (2) consecutive terms for a total of six (6) consecutive years.

- A. The Board shall elect from among its members one (1) President, (1) Vice-President, (1) Secretary and (1) Treasurer.
- B. There shall be an Executive Director approved by the board, who will also serve on the board as a non-voting member.
- C. Each member of the Board of Directors, as well as the Executive Director must profess a faith in Jesus Christ and ascribe to the Hope Against Trafficking tenets of faith.
- D. Each member shall serve as an individual, and not as a representative of an individual church or agency.
- E. Board members will be encouraged to either volunteer and/or visit the Hope Against Trafficking places of ministry on a routine basis.
- F. Board members will review and discuss revisions on a bi-annual basis.
  - a. For the purpose of reviewing and recommending candidates for the positions of any offices described in By-Law II. In the event there is an insufficient number of candidates to fill the open seats on the Board.
  - b. To verify the eligibility of the nominated candidates for the Board.
  - c. To review possible revisions of the Articles and By-Laws of. Hope Against Trafficking To complete the nominating and revision process.
- G. The Hope Against Trafficking board has the sole responsibility to receive from any sources available, names of potential candidates to serve on boards or committees in the organization, to deliberate and appoint "Board Members" and "Advisory Board Members" in a Board "Closed Session". The board has "full power and authority" to handle the affairs of the Organization.
- H. To acquire, own, dispose of and deal with personal property and interests; therein and to apply gifts, grants, bequests and devise, furtherance of the purposes of the Corporation.
- I. The Hope Against Trafficking Board of Directors shall maintain responsibility for capital assets (i.e. buildings & properties) and shall elect a committee to carry out related activities.

### **By-Law III: Advisory Boards**

- An Advisory Board(s) shall exist at the sole discretion and selection of the Board of Directors. This Board shall serve in an advisory capacity only and shall not have any voting power.

### **By-Law IV: Dismissal of Officers**

- Any person holding elected or appointed office and manifesting a lack of interest and/or failing to carry out the responsibilities of the respective office as outlined in the job description shall be dismissed by joint action of the Board of Directors and the Executive Director by a majority vote.
- All others holding an appointed or elected office may be dismissed by the board directing their activities.
- If anyone presents just cause to dismiss a Board Member, a meeting shall be called within 30 days to consider the matter. Should there be just cause, a vote will be taken by the Board to determine the outcome. The member in question shall abstain from voting.

### **By-Law V: Amendments**

- Any amendments or changes to these Articles of Incorporation or By-Laws must be made by a majority vote at a duly called meeting according to the stipulations in Article IV.
- An exactly worded copy of the proposed Amendment or By-Law change shall be available at least seven (7) days prior to the meeting in which the matter is to be considered.
- Amendments shall take effect upon adjournment of the business meeting at which they are adopted unless a separate vote is taken to specify a different date or time for the amendment to take effect.

### **By-Law VI: Executive Director**

The Executive Director, a full-time salaried employee, manages and administers the day-to-day operations of the Organization; serves under the direction of the Hope Against Trafficking Board and has the authority to hire and set salaries with approval of the Hope Against Trafficking Board. Also has the authority to fire staff members.

The Executive Director is responsible for overall leadership of the organization. This includes driving a successful resident program, establishing correct policies and procedures, developing a high functioning staff, coaching and development of team members; ensuring that performance standards for program team and residents are met and continue to evolve with the organization's anticipated growth and impact.

The Executive Director will champion the organizational and community mission, addressing challenges and supporting strategic plan implementation and fundraising efforts. This will include communicating and adhering to all federal/state/local laws and ordinances.

The Executive Director is responsible for overall program leadership, management and success of the organization, delivering results for organizational stakeholders, specifically our residents, staff, volunteer and donors. This position reports to the Board of Directors and may be subject to change, pending Hope Against Trafficking board decision regarding the responsibilities of the Executive Director.

---- END ----

### **Amendments to By-Laws:**

#### **Annual January Business Meeting for HAT**

1/30/2020

Resolution: A - Bob Gosselin

Whereas: Monarch Wings / Hope Against Trafficking is a 501c3 organization with Article of Incorporation and

under "Appendix B: By-Laws II" Board of Directors, reads as follows:

"The Board shall elect from among its members one (1) Chairperson and (1) Secretary."

and whereas: The Board of Directors desires to Change language to read as follows:

**"The Board shall elect from among its members one (1) President (1) Vice- President (1) Secretary and (1) Treasure."**

**Moved by Hannah, Seconded by Lauren. All voted "yes", so adopted.**

#### **March Meeting for HAT**

2/25/2020

Resolution: To eliminating this item.

Whereas: Monarch Wings / Hope Against Trafficking is a 501c3 organization with Article of Incorporation and under "Appendix B: By-Laws II" Board of Directors, reads as follows:

"and may not be re-elected to the Board of Directors until the lapse of one (1) year has occurred from the expiration date of their two (2) consecutive terms".

(Resolution: To eliminating this item.

**Motion moved by Andy, Seconded by Jana on 03-25-2020. All voted "yes", so adopted.**

#### **Resolution on Feb. 22 Email Meeting for HAT**

2/22/2021

Resolution: To revise existing "Articles of Incorporation and By-Laws".

Whereas: Hope Against Trafficking is a 501c3 organization with Article of Incorporation and By-Laws was reviewed and needed to update "board approved changes" and to clean up language of changing from "Monarch Wings-Hope against Trafficking" to "Hope Against Trafficking", and other minor changes.

**Motion moved by Bob, Seconded by Rose on 02-21-2021.**

**Vote finalized on 2-22-2021**

**5 out of 6 voted "yes", so adopted.**

#### **Resolution on Feb. 26 Email Meeting for HAT Identified as Resolution E 2/26/2021**

Resolution: Adding to existing "Articles of Incorporation and By-Laws".

Whereas: Hope Against Trafficking is a 501c3 organization with Article of Incorporation and By-Laws was reviewed and needed to add responsibilities of Executive Director

**Motion moved by Bob, Seconded by Janna on 02-26-2021.**

**Vote finalized on 2-26-2021**

**5 out of 6 voted "yes", so adopted.**

**#14**

**RESOLUTION**



# City of Pontiac, Michigan

## Department of Finance

Mayor Deirdre Waterman

**To:**

**From:** Darin Carrington, Finance Director

**Date:** April 29, 2021

**Re:** Emergency Dispatch Services Contract

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For several years, the City has been contracting with the Oakland County Sheriff for Emergency Dispatch Services. The proposed agreement and rates were recently approved by the Oakland County Commission. The proposed agreement is for a 3-year period and at rates as outlined below:

### 2021-2024 Emergency Medical Dispatch Service Agreement

Service Month	Per Month Cost for Services
April 1, 2021 – March 31, 2022	\$31,672.68
April 1, 2022 – March 31, 2023	\$32,622.86
April 1, 2023 – March 31, 2024	\$33,601.54

Oakland County set the proposed rates based on a formula that relies on the amount of call volume that has occurred over the last several years. The call volume that was recorded by Oakland County for the City during the last several years is as follows:

#### Police Call Volume:

- 2017 - 66,733
- 2018 - 66,089
- 2019 - 65,975
- 2020 - 65,352

#### EMS Call Volume:

- 2017 – 10,608
- 2018 – 10,797
- 2019 – 11,771
- 2020 – 11,404

The prior contract for the emergency dispatch services was based on estimated call volume. As pointed out above, this contract is based on actual call volume over the last several years. The higher than initially estimated call volume has resulted in a monthly increase in the monthly rate for the proposed services. The prior contract had a monthly rate of \$17,632. The proposed contract calls for a monthly rate of \$31,672 and annual increases of approximately 3%.

Proposed Council Resolution:

WHEREAS, the City is authorized by law to provide Emergency Services throughout the City; and

WHEREAS, in order to provide Emergency Services for its residents the City must also provide emergency communication and dispatch functions; and

WHEREAS, the Oakland County Sheriff provides emergency dispatch services; and

WHEREAS, the Oakland County Sheriff agrees to provide Emergency Dispatch Services under the terms and conditions as outlined in the attached agreement;

NOW, THEREFORE, Be It Resolved that the City Council hereby authorizes the City to enter into the proposed agreement with the Oakland County Sheriff for providing of Emergency Dispatch Services.

## **EMERGENCY COMMUNICATIONS & OPERATIONS DIVISION**

COMMANDER: *Captain Mel Maier*

The Sheriff's Operations Center Telecommunicators attended 200 training classes in 2020 and were trained in a wide range of topics including how to manage domestic violence and suicidal callers as well as training related to the ongoing pandemic and public safety response to COVID-19. Their customer service ratings are reflective of the outstanding and rigorous training they undergo and the team members' commitment to excellence. The Division answers all 911 emergency as well as non-emergency calls for the Oakland County Sheriff's Office and 10 local law enforcement agencies, 19 local fire departments and the Oakland County Animal Shelter and Pet Adoption Center. All call takers are fully trained and certified by the International Emergency Academies of Dispatch (IAED) in Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD). The Oakland County Sheriff's Office was the first and one of the few agencies in Michigan certified in all three dispatch protocols used daily at the Operations Center.

The Sheriff's Operations Center and the Oakland County Sheriff Task Force developed detailed plans to ensure public safety services would be readily available and rapidly provided to county residents, businesses and visitors regardless of pandemic conditions and the ongoing effects of the COVID-19 virus. This Task Force prepared for emergency dispatch situations in which multiple local 9-1-1 Emergency Communications Centers (ECC) would consolidate and police, fire, and EMS agencies would merge and cover local services for any all effected communities. Oakland County IT and its CLEMIS Division were able to rapidly update our Computer Aided Dispatch and reporting systems to ensure first responders would be available to any caller, at any location, at any time.

The Oakland County Sheriff's Office operates one of the largest police/fire/EMS dispatch 911 centers in Michigan. The Operations Center is comprised of one division Captain, one Lieutenant, five sergeants, two quality assurance supervisors, six dispatch specialist shift leaders, 70 dispatch specialists, and one technical assistant. The Sheriff's Operations Center provides assistance to local agencies for K-9, Arson Investigators, Traffic Crash Reconstruction, Forensic Lab, SWAT Team, Aviation Unit, Dive/Rescue Team, or other Sheriff's Office special teams.

### **2020 EMERGENCY MEDICAL DISPATCH CALL STATISTICS**

Total Number of EMD Calls ..... 24,312

### **2020 EMERGENCY FIRE DISPATCH CALL STATISTICS**

Total Number of EFD Calls ..... 2,159

### **2020 EMERGENCY POLICE DISPATCH CALL STATISTICS**

Total Number of EPD Calls ..... 19,697

In 2018, the Oakland County Sheriff's Office improved the Emergency Services IP Network (ESI Net) in preparation for Next Generation 9-1-1 system and have converted all traditional routing trunks to a more resilient fiber-based system. RapidSOS has been implemented to assist in



more accurately locating callers using advanced services on both Android and Apple LTE devices. As technology and innovation in communications continues, the Sheriff's Operations Center will be adopting new messaging and location-based services for their callers in 2021 that includes updating Text to 911 to include Real Time Texting to enhance access to 911 for those with disabilities. FirstNet has been implemented as the LTE solution for communications and 20 specially designed LTE Band 14 devices have been deployed as a fourth-level redundancy in our Operations Center, ensuring 911 communications are not interrupted during a crisis as well as redundancy to our Computer Aided Dispatch (CAD).

The Sheriff's Operations Center has developed a strong multi-path redundant communications system for its telephone and radio systems. However, in the event of disaster, a new fully equipped Backup Operations Center has been established within Oakland County. This Backup Operations Center has 911 telephone, traditional telephone, digital trunked radio, and Computer Aided Dispatch (CAD) system capability. It has also been configured for use as an alternate route for any local 911 center in Oakland County.

#### **2020 DISPATCHED INCIDENT STATISTICS**

Sheriff's Office . . . . .	253,302
Other Police Agencies . . . . .	78,325
Fire/EMS Departments . . . . .	47,871
Total Incidents . . . . .	<b>379,498</b>

In 2020, the Operations Center managed 538,713 **telephone calls**. 201,390 911 telephone calls were answered, with cellular calls now constituting 83% of the total 911 calls received.

#### **2020 CALL VOLUME STATISTICS**

911 Landline . . . . .	13,612
911 VOIP . . . . .	14,292
911 Cellular . . . . .	167,591
911 Other . . . . .	5,895
10 Digit Emergency . . . . .	92,721
Administrative Calls . . . . .	121,045
Outbound Calls . . . . .	123,557
TOTAL CALLS . . . . .	<b>538,713</b>

In 2015, Sheriff Michael J. Bouchard brought Text-to-911 services to Oakland County. The Sheriff's Operations Center continues to receive all Text-to-911 calls for the entire county. Dispatch Specialists are able to receive text messages that are sent to 911 and communicate back and forth with the sender. In 2020, the Operations Center handled 576 emergency texting sessions.

The Warrant Clerks for the Sheriff's Operations Center are responsible for the research, entry, and confirmation of warrants from the 15 District Courts in Oakland County and the 6<sup>th</sup> Circuit Court.

#### **2020 Operations Center Warrants Unit Statistics**

##### **WARRANT ENTRIES**

Felony Warrants– 692  
Misdemeanor Warrants– 1,416  
Criminal Bench Warrants - 2,142  
Civil Warrants - 257  
Other Warrants – 8  
Total Packed and Entered – 4,515

##### **WARRANT CANCELLATIONS**

Felony Warrants– 656  
Misdemeanor Warrants– 1,341  
Criminal Bench Warrants -2,163  
Civil Warrants -328  
Other Warrants – 8  
Total Cancelled and Returned – 4,496

Total Court Orders Managed in 2020 - 9,011

**2021 – 2024 EMERGENCY MEDICAL DISPATCH SERVICE AGREEMENT  
BETWEEN COUNTY OF OAKLAND  
AND  
THE CITY OF PONTIAC**

**April 1, 2021 – March 31, 2024**

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This Agreement is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (the "COUNTY"), and the CITY OF PONTIAC, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342-2271 (the "CITY"). In this AGREEMENT, the COUNTY and/or the City may also be referred to as a "PARTY" or the "PARTIES." In this Agreement, the COUNTY shall be represented by the OAKLAND COUNTY SHERIFF, in their official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 E., Pontiac, Michigan 48341 (the "SHERIFF"). In this Agreement, whenever the COUNTY and the SHERIFF are intended to be referred to jointly, they shall collectively be referred to as the "OAKLAND COUNTY SHERIFF'S OFFICE" ("O.C.S.O.").

**INTRODUCTION**

**WHEREAS**, the CITY is authorized by law to provide emergency medical service for its residents; and

**WHEREAS**, to provide effective emergency medical service for its residents, the CITY must also provide emergency medical communication and dispatch functions; and

**WHEREAS**, the O.C.S.O. provides emergency medical communication and dispatch functions and has the capability to provide emergency medical dispatch for the CITY but, absent this Agreement, is not obligated to provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY; and

**WHEREAS**, the COUNTY and the CITY may enter into an agreement by which the O.C.S.O. would provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY; and

**WHEREAS**, the CITY has concluded that it is more cost effective to contract for EMERGENCY MEDICAL DISPATCH SERVICE with the O.C.S.O. than to equip and staff its own emergency medical communication and dispatch center; and

**WHEREAS**, the O.C.S.O. agrees to provide EMERGENCY MEDICAL DISPATCH SERVICE for the CITY under the following terms and conditions;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. The COUNTY, with the cooperation and approval of the SHERIFF, shall, in conjunction with its existing O.C.S.O. emergency medical dispatch policies and procedures provide EMERGENCY MEDICAL DISPATCH SERVICE to the CITY.
2. Except as expressly provided for in this Agreement, the Parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability

associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulations.

3. For all purposes and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:

3.1 "EMERGENCY MEDICAL SERVICE(S)" means the emergency medical services personnel, ambulances, vehicles and equipment required for transport or treatment of an individual requiring medical first response life support, basic life support, limited advanced life support, or advanced life support.

3.2 "EMERGENCY MEDICAL DISPATCH SERVICE(S)" means any emergency or non-emergency communication of any kind received by the O.C.S.O. which, in the sole judgment of the O.C.S.O., requests or requires EMERGENCY MEDICAL SERVICE by the CITY'S DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER and all subsequent O.C.S.O. or COUNTY AGENT communications or attempted communications designed or intended to effectuate delivery of EMERGENCY MEDICAL SERVICES within the CITY.

3.3 "DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER" shall be defined as the agency, corporation or entity designated by the CITY to provide EMERGENCY MEDICAL SERVICES within the CITY including, but not limited to, all uniformed, non-uniformed, civilian, command, volunteer, administrative, and/or supervisory personnel employed by this agency, corporation or entity and any persons acting by, through, under, or in concert with any of them.

3.4 "COUNTY AGENT(S)" shall be defined to include the SHERIFF and all COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, employees (including any SHERIFF'S DEPUTY), agents, predecessors, successors, or assigns, (whether such persons act or acted in their personal, representative, or official capacities), and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT as defined in this Agreement shall also include any person who was a COUNTY AGENT at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in his/her previous capacity.

3.5 "CITY AGENT(S)" shall be defined to include any and all CITY officers, elected officials, appointed officials, directors, board members, Commission members, authorities, authority board members, boards, committees, commissions, employees, police officers, managers, departments, divisions, volunteers, agents, and representatives of the CITY, and/or any such persons' successors or predecessors, agents, 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 and/or the CITY. CITY AGENT(S) as defined in this CONTRACT shall also include any person who was a CITY AGENT(S) at any time during the term of this CONTRACT but, for any reason, is no longer employed, appointed, or elected in their previous capacity.

- 3.6 "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which the COUNTY or COUNTY AGENT becomes legally and/or contractually obligated to pay, whether direct, indirect, or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
4. Except for the EMERGENCY MEDICAL DISPATCH SERVICE expressly contracted for herein, the O.C.S.O. and/or any COUNTY AGENT shall not be obligated to provide or assist the CITY or any DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER with any EMERGENCY MEDICAL SERVICES or any other direct, indirect, backup, or supplemental support or emergency medical-related service or protection, of any kind or nature, or be obligated to send any COUNTY AGENT to respond, in any way, to any call for EMERGENCY MEDICAL SERVICES.
5. Under all circumstances, the CITY shall remain solely and exclusively responsible for all costs and/or liabilities associated with screening, choosing, and contracting with a DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER for the provision of EMERGENCY MEDICAL SERVICE within the CITY.
6. This Agreement does not, and is not intended to, obligate or require the O.C.S.O. to change, alter, modify, or develop any different O.C.S.O. dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the O.C.S.O. from implementing any future communication-related changes that the O.C.S.O., in its sole judgment and discretion, believes to be in its best interest.
7. The CITY shall be solely and exclusively responsible, during the term of this Agreement, for guaranteeing that: (a) all DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER communication equipment will be properly set, adjusted, and maintained to receive any EMERGENCY MEDICAL DISPATCH SERVICE from the O.C.S.O. and/or COUNTY AGENT and will comply with all current and future applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications, and/or any applicable state or federal communication requirements, including, but not limited, to all Federal Communications Commission orders, regulations, and policies; (b) the DESIGNATED EMERGENCY MEDICAL SERVICE PROVIDER will be adequately trained and will comply with all current and future applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications and/or any applicable state or federal communication requirements, including, but not limited, to all Federal Communications Commission orders, regulations, and policies; and (c) the CITY shall, at all times, promptly and properly notify the designated COUNTY AGENT of any availability or unavailability of DESIGNATED EMERGENCY SERVICE PROVIDER to receive EMERGENCY MEDICAL DISPATCH SERVICE from the O.C.S.O.
8. The CITY shall be solely and exclusively responsible for all fees, costs, expenses, and

liabilities, including any connectivity costs, associated with the purchase, lease, operation, and/or use of any DESIGNATED EMERGENCY SERVICE PROVIDER communication equipment. The O.C.S.O. shall not be obligated to provide the DESIGNATED EMERGENCY SERVICE PROVIDER with any radio or other communication equipment of any kind. Similarly, the CITY shall not be obligated under the terms of this Agreement to supply or provide the O.C.S.O. with any additional telephones, telephone lines, radios, other communications equipment, or property.

9. The O.C.S.O. may, at its sole discretion and expense, inspect any DESIGNATED EMERGENCY SERVICE PROVIDER communication equipment to ensure that it conforms to applicable O.C.S.O. dispatching procedures, policies, standards, technical specifications, and/or state and federal law. If the inspection reveals a lack of conformance, the O.C.S.O. shall notify the CITY in writing of the specific violations. The CITY shall address and correct such violations at its own expense within thirty (30) calendar days of receiving the written notice or present a written plan to O.C.S.O. within 15 calendar days setting forth a procedure for correcting the violations. If the CITY fails to address and/or correct such violations within the time period set forth in this paragraph, the O.C.S.O. may terminate and/or cancel the Agreement.
10. In consideration of the COUNTY'S promises and efforts under this Agreement, the CITY shall pay the COUNTY \$31,672.68 per month for services for the months of April 1, 2021 to March 31, 2022. The CITY shall pay the rate of \$32,622.86 per month for services for the months of April 1, 2022 to March 31, 2023. The CITY shall pay the rate of \$33,601.54 per month for services for the months of April 1, 2023 to March 31, 2024. Said payments shall be made as follows:
  - 10.1 The COUNTY shall send an invoice to the CITY each month for services rendered the previous month. The CITY shall have 30 days from the date of each invoice to make payment. For example, for services rendered in July of 2021, the COUNTY will bill the CITY on August 1, 2021 and the CITY shall pay the invoice within 30 days of the invoice date.
  - 10.2 All Monthly payments shall be due and payable by the CITY without any further notice or demand from the COUNTY.
  - 10.3 Each payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the CITY intended the payment to apply. The COUNTY, in its discretion, may apply any monthly payment received from the CITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
11. If the CITY, for any reason, fails to pay the COUNTY any monies when and as due under this Agreement the CITY agrees that the COUNTY or the County Treasurer, at their sole option, shall be entitled to set off from any other CITY funds that are in the COUNTY'S possession for any reason without further notice to the CITY in order to satisfy the CITY'S obligations under this Agreement. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF") and any other source of funds due to the CITY in the possession of the COUNTY. Any setoff or retention of funds by the COUNTY shall be deemed a



voluntary assignment of the amount by the CITY to the COUNTY. The CITY 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 the CITY's legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement. 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. Nothing in this paragraph shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this Agreement against the CITY to secure reimbursement of amounts due to the COUNTY under this Agreement. The remedies in this Paragraph shall be available to the COUNTY on an ongoing and successive basis if the CITY at any time becomes delinquent in its payments. Notwithstanding any other terms and conditions in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under this Agreement, the CITY 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 the CITY.

12. If the CITY fails for any reason to (1) timely pay the COUNTY any amount due under this Agreement, (2) perform any other obligation required under this Agreement or (3) seeks authority from the governor and state treasurer to proceed under title 11 of the United States Code, 11 USC 101 to 1532 as provided for in section 23 of Public Act 4 of 2011; the CITY shall be in default of this Agreement. The COUNTY will send written notice of any default via first class mail to the CITY. If the default is not cured within thirty (30) days from the date of the notice, the COUNTY may:
  - 12.1 Terminate this Agreement sixty (60) days from the date written notice of termination is provided to the CITY by the COUNTY;
  - 12.2 Declare all unpaid amounts owed under the Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the CITY.
  - 12.3 Exercise any and all rights and remedies available to it under the Agreement or applicable law.
13. Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its employees or AGENTS. Further, the CITY agrees that it shall remain solely and completely liable for any and all CLAIMS that either arose or have their basis in circumstances or events occurring before the effective date of this Agreement, including but not limited to, any wage or benefit issues, any collective bargaining obligations, or any other related employment rights or obligations such as worker or unemployment compensation based upon any person's employment by the CITY prior to the effective date of this Agreement.

14. 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.
15. 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.
16. 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.
17. This Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, and/or right to be indemnified, or any other right of any kind in favor of any person, organization, alleged third party beneficiary, or any right to be contractually, legally, equitably or otherwise subrogated to any indemnification or any other rights provided under the terms of this Agreement.
18. Neither the COUNTY nor any COUNTY AGENT, by virtue of this Agreement or otherwise, shall be considered employees of the CITY or the CITY's DESIGNATED EMERGENCY SERVICE PROVIDER. The COUNTY and/or any COUNTY AGENTS legal status and relationship to the CITY shall be that of an Independent Contractor. No CITY, CITY AGENT or CITY DESIGNATED EMERGENCY SERVICE PROVIDER employee shall, by virtue of this Agreement or otherwise, be considered an employee, agent, or working under the supervision and control of the COUNTY and/or any COUNTY AGENT.
19. The CITY and the O.C.S.O. shall each remain the sole and exclusive employer of each of their respective employees. The CITY and COUNTY each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension, retirement benefits, training expenses, or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment.
20. This Agreement does not, and is not it intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term or condition of employment of any COUNTY AGENT, or any applicable O.C.S.O. employment and/or union contract, any level or amount of supervision, any standard of performance, any sequence or manner of performance, and/or any O.C.S.O. rule, regulation, training and education standard, hours of work, shift assignment, order, policy, procedure, directive, ethical guideline, etc., which shall solely and exclusively, govern and control the employment relationship between the O.C.S.O. and/or all conduct and actions of any COUNTY AGENT.
21. Neither the CITY nor any DESIGNATED EMERGENCY SERVICE PROVIDER shall provide, furnish or assign any COUNTY AGENT with any job instructions, job

descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or direct any COUNTY AGENT in the performance of any COUNTY duty or obligation under the terms of this Agreement.

22. The CITY shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM, accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that the CITY becomes aware of which involves, in any way, the O.C.S.O. or any COUNTY AGENT. The CITY and its DESIGNATED EMERGENCY SERVICE PROVIDER shall cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF of any act or performance of any duties by any COUNTY AGENT.
23. This Agreement shall become effective on April 1, 2021 and shall remain in effect continuously until it expires, without any further act or notice being required of any Party at 11:59 PM on March 31, 2024. This Agreement may be cancelled for any reason, including the convenience of any Party, and without any penalty, before its March 31, 2024 expiration by delivering a written notice of the cancellation to the other signatories to this Agreement, or their successors in office. Such written notice shall provide at least sixty (60) calendar days notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 60 calendar day notice period. If this Agreement is terminated for any reason, the CITY will fully reimburse the COUNTY for all direct and indirect labor costs incurred by the COUNTY as a result of the Agreement's termination. Such costs include, but are not limited to, unemployment compensation claims made by COUNTY employees hired by the COUNTY to fulfill the terms of this Agreement.
24. This Agreement, and any subsequent amendments, shall not become effective prior to the approval by concurrent resolutions of the COUNTY Board of Commissioners and the CITY's Governing Body. The approval and terms of this Agreement shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and the CITY's Governing Body and shall also be filed with the Office of the Clerk for the COUNTY and the CITY. In addition, this Agreement, and any subsequent amendments, shall be filed by a designated COUNTY AGENT with the Secretary of State for the State of Michigan and shall not become effective prior to the filing of this Agreement with the Secretary of State.
25. Any signatory or any signatories' successor in office to this Agreement shall send, by first class mail, any correspondence and written notices required or permitted by this Agreement to each of the signatories of this Agreement, or any signatories' successor in office, to the addresses shown in this Agreement. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service.
26. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

27. Absent an express written waiver, the failure of any Party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
28. The COUNTY and the CITY acknowledge that this Agreement shall be binding upon them and, to the extent permitted by law, upon their administrators, representatives, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
29. This Agreement sets forth the entire contract and understanding between the COUNTY and the CITY and fully supersedes any and all prior contracts, agreements or understandings between them in any way related to the subject matter hereof, and after the effective date of this Agreement shall remain effective and enforceable for any CLAIM arising or occurring during any prior contract period. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and the CITY's Governing Body in accordance with the procedures set forth herein.
30. 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.
31. 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.
32. For and in consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY and the CITY hereby agree and promise to be bound by the terms and provisions of this Agreement.

**CONTINUED ONTO NEXT PAGE**

**IN WITNESS WHEREOF**, Dr. Deidre Waterman, Mayor of the City of Pontiac, hereby acknowledges that he or she has been authorized by a resolution of the CITY's Governing Body

(a certified copy of which is attached) to execute this Agreement on behalf of the CITY and hereby accepts and binds the CITY to the terms and conditions of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

CITY OF PONTIAC,  
a Michigan Municipal Corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
Name:

Dr. Deidre Waterman

Title:

Mayor

**IN WITNESS WHEREOF**, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the COUNTY and hereby accepts and binds the COUNTY to the terms and conditions of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

COUNTY OF OAKLAND,  
a Michigan Municipal Corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
Name:

David T. Woodward

Title:

Chairperson, Oakland County Board of  
Commissioners

**IN WITNESS WHEREOF**, Michael J. Bouchard, in his official capacity as SHERIFF, hereby concurs and accepts the terms and conditions of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

OAKLAND COUNTY SHERIFF,  
a Michigan Constitutional Officer

BY: \_\_\_\_\_

\_\_\_\_\_  
Name:

Michael J. Bouchard,

Title:

Oakland County Sheriff