

# PONTIAC CITY COUNCIL

Mike McGuinness, District 7  
President  
William A. Carrington, District 6  
President Pro Tem



Melanie Rutherford, District 1  
Brett Nicholson, District 2  
Mikal Goodman, District 3  
Kathalee James, District 4  
William Parker, Jr., District 5

*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."*

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

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

2<sup>nd</sup> Session of the 11<sup>th</sup> Council  
January 11, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. January 4, 2022 Meeting Minutes
- B. 2022 Meeting Schedule

Subcommittee Reports

- A. Communications, Engagement and Operations
- B. Economic Development, Housing and Planning
- C. Facilities and Property
- D. Finance and Personnel
- E. Law and the Courts
- F. Parks, Recreation and Public Works
- G. Public Safety, Health and Wellness

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Clerk

1. Resolution to Approve a Proposed Budget Amendment for Fiscal Year 2021-22 to Amend the Elections (191) and Clerk (215) budgets to cover expenses for the Special Election and Charter Commission (*Discussion and Action*)

City Council

2. Resolution Celebrating Rev. Dr. Martin Luther King, Jr. (*Discussion and Action*)

**Department of Public Works (DPW)**

3. Resolution to Approve the 2022 NoHaz Interlocal Agreement (*Discussion*)

**Finance**

4. Resolution to Approve a One Year Contract Extension with Waterford Regional Fire Department (*Discussion and Action*)
5. Resolution to Approve Budget Amendment For Fiscal Year 2021-22 Budget, Transferring \$55,000.00 Out of the General Fund Balance GL Account 101-101-804.000-Legal Services And \$55,000.00 is Transferred into the Capital Improvement Fund, GL Account 445-265-976.01- Building Additions & Improvements to Support The Pontiac Skate Park Project (*Discussion and Action*)
6. Resolution to Approve Proposed Budget Amendment to Increase Budgeted Revenues in the Amount of \$90,000 to the General Fund in Account 101-000-532.000 –Grant Income, and Appropriations in the Amount of \$90,000 in a General Fund Account due to the Acceptance of the \$90,000 Grant From Nextfifty Initiative to Support Infrastructure Improvements At Pontiac Senior Centers (*Discussion and Action*)

**Planning**

7. Resolution to Approve Zoning Map Amendment [ZMA 21-04] at 327 Midway, PIN 64-14-33-407-035,-036 &-037 from R-1 One Family Dwelling to C-1 Local Business Zoning District (*Discussion*)

**Public Comment (Three Minutes Time Limit)****Closing Comments**

Mayor (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

**Adjournment**

# **Consent Agenda**

## **A.MINUTES**

**Official Proceedings  
Pontiac City Council  
1<sup>st</sup> Session of the Eleventh Council**

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, January 4, 2022 at 12:00 p.m. by City Clerk Garland Doyle.

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Members Present** – William A. Carrington, Mikal Goodman, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Mayor Greimel was present.  
A quorum was announced.

**Excuse Councilmember**

22-1           **Motion to excuse Councilperson Kathalee James for personal reasons.** Moved by Councilperson McGuinness and second by Councilperson Carrington.

Ayes: Goodman, McGuinness, Nicholson, Parker, Rutherford and Carrington  
No: None  
**Motion Carried**

**Amendments to and Approval of the Agenda**

22-2           **Motion to defer item #5 (Resolution to approve a proposed budget amendments for FY 2021-22 to amend elections (191) and Clerk (215) budgets to cover expenses for the Special Election and Charter Commission, item #7 (Resolution to Approve Budget Amendment For Fiscal Year 2021-22 Budget, Transferring \$55,000.00 Out of the General Fund Balance GL Account 101-101-804.000-Legal Services And \$55,000.00 is Transferred into the Capital Improvement Fund, GL Account 445-265-976.01- Building Additions & Improvements to Support The Pontiac Skate Park Project) and item #8 (Resolution to Approve Proposed Budget Amendment to Increase Budgeted Revenues in the Amount of \$90,000 to the General Fund in Account 101-000-532.000 –Grant Income, and Appropriations in the Amount of \$90,000 in a General Fund Account due to the Acceptance of the \$90,000 Grant From Nextfifty Initiative to Support Infrastructure Improvements At Pontiac Senior Centers) for one week.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman  
No: None  
**Motion Carried**

22-3           **Motion to approve the agenda as amended.** Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman  
No: None

**Motion Carried**

**Approval of Minutes**

22-4 **Motion to approve meeting minutes for December 28, 2021.** Moved by Councilperson Carrington and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman and McGuinness

No: None

**Motion Carried**

**Organizational Items**

**City Council**

22-5 **Motion to select Mike McGuinness as the President of the 11<sup>th</sup> Council.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Parker, Rutherford, Carrington, Goodman, McGuinness and Nicholson

No: None

**Motion Carried**

22-6 **Motion to select William Carrington as the President Pro Tem of the 11<sup>th</sup> Council.** Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: Rutherford, Carrington, Goodman, McGuinness, Nicholson and Parker

No: None

**Motion Carried**

Clerk Doyle turned the meeting over to Council President Mike McGuinness

Councilwoman Kathalee James arrived at 12:16 p.m.

22-7 **Motion to adopt the 11<sup>th</sup> Council Rules.** Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

**Motion Carried**

**\*\*11<sup>th</sup> Council Rules and Procedures are attached after the minutes as Exhibit A\*\***

**Recognition of Elected Officials** – State Representative Brenda Carter, County Commissioner Angela Powell, School Board President Gill Garrett and Superintendent Kelly Williams

**Agenda Address** - None

**Agenda Items**

**Finance**

22-8 **Motion to request to publish a Request for Proposal (RFP) to conduct a Forensic Audit.** Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

**Motion Carried**

Grants

22-9           **Resolution to approve the City of Pontiac's Submission of the Grant Application titled "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program for Development of Mattie McKinney Hatchett in the amount of \$100,000.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City of Pontiac desires to submit an application titled "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program for Development of Mattie McKinney Hatchett Park in the amount of \$100,000;

Whereas, the proposed application is supported by the City of Pontiac's Parks and Recreation Master Plan;

Whereas, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

NOW THEREFORE BE IT RESOLVED that The City of Pontiac hereby approves participation in the Park Improvements Grant Program and authorizes the submission of a Park Improvements Grant Program application for \$100,000.

BE IT FURTHER RESOLVED that the Grant Program application is supported by the City of Pontiac's Parks and Recreation Master Plan.

BE IT FURTHER RESOLVED that The City of Pontiac acknowledges and certifies compliance with all grant program requirements, including commitment to long-term maintenance and all project cost overruns.

BE IT FURTHER RESOLVED that The City of Pontiac shall make a local match through financial commitment of private funds for \$300,000 through a partnership with The Pontiac Community Foundation.

BE IT FURTHER RESOLVED that Mayor Tim Greimel will be authorized to sign all grant-related documents on behalf of The City of Pontiac.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Abstain: James

**Resolution Passed**

Mayor's Office

22-10           **Resolution to approve the appointment of Mr. Khalfani Stephens as Deputy Mayor.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the City Charter requires City Council approval of the appointment of the Deputy Mayor; and WHEREAS, the City Council has reviewed the qualifications of Khalfani Stephens for the position of Deputy Mayor.

NOW, THEREFORE BE IT RESOLVED, the City Council approves the appointment of Khalfani Stephens as Deputy Mayor and further approves the companion Employment Agreement with an annual salary of \$120,000 per year and other benefits as set forth in said Agreement, and further authorizes the Mayor to execute said Agreement on behalf of the City.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

**Resolution Passed**

Public Comment

Five individuals addressed the body during public comment

1. Billie Swazer
2. Kermit Williams
3. Chuck Johnson
4. Veronica Taylor
5. Raymond Katz

**Mayor, Clerk and Council Closing Comments**

Mayor Greimel, Clerk Doyle, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, President Pro-Tem Carrington and Council President McGuinness made closing comments.

**Adjournment**

22-11 **Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness No:  
None

**Motion Carried**

Council President Mike McGuinness adjourned the meeting at 2:09 p.m.

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Garland S. Doyle  
Interim City Clerk



## **The 11th Pontiac City Council Rules and Procedures**

All meetings of the City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

### **Meeting Times**

The City Council meetings will be held every Tuesday of each month beginning at 6:00 p.m. at Pontiac City Hall in the Council Chambers for regular meetings, unless otherwise rescheduled by resolution of the Council.

### **Regular Meeting**

During the Regular Meetings the City Council shall proceed through the regular agenda and take action on agenda items.

### **Special Meetings**

A Special Meeting may be called by the Mayor, or any two Members of Council. A 24 hours written notice to each Member of the Council served personally or left at the Councilmember's usual place of residence is required. However, any Special Meeting at which all Councilmembers are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special Meeting notices shall state the purpose of the meeting. No official action shall be transacted at any Special Meeting of the Council unless the item has been stated in the notice of such meeting.

### **Posting Requirements for Regular and Special Meetings**

- A. Within ten (10) days after the first meeting of the Council following the election, a public notice stating the dates, times, and places of the regular monthly Council meetings will be posted at the City Clerk's Office and on the City's website.
- B. For a rescheduled Regular or Special Meeting of the Council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's website. Special Meeting notices shall also state the purpose of the meeting.
- C. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members of the Council determine that a delay would be detrimental to the City's efforts in responding to a threat.

### **Minutes of Regular and Special Meetings**

The City Clerk shall attend the Council meetings and record all proceedings and resolutions of the Council in accordance with the Open Meetings Act. In absence of the Clerk, the Deputy Clerk shall perform the Clerk's duties.

At a minimum, the Minutes shall indicate the date, place, type (Regular or Special), and time of meeting; the names of all elected City officials present at Roll Call; the name and time of arrival of any elected City official not present at Roll Call; the name and time of departure of any elected City official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the Council; and indication of how each Council member present voted on a motion or resolution; the call of the presiding official as to the passage or failure of the motion or resolution; and the time of adjournment.



For public comment, only the name of individuals speaking need be included in the Minutes. For a public hearing, the name of the person addressing the Council and the topic of the comments need be included in the Minutes.

### **Meetings to be Public**

All Regular and Special meetings of the Council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the Council and its committees shall be open to the public, freely subject to recording by radio, television, and photographic services at any time provided that such arrangements do not interfere with the orderly conduct of the meetings.

### **Meeting Agendas**

An agenda for each Regular Council meeting shall be prepared by the City Clerk with the following order of business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance to the Flag of the United States
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and Approval of the Agenda
7. Approval of Consent Agenda
8. Subcommittee Reports (As Needed)
9. Special Presentations (If Any)
10. Public Hearings (If Any)
11. Recognition of Elected Officials (If Any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (3 Minute Limit)
15. Mayor, Clerk, and Council Closing Comments (7 Minute Limit for Mayor; 3 Minute Limit Clerk, Council)
16. Adjournment

All items presented to the City Council for action shall be placed on the first possible Agenda by the City Clerk. The deadline to submit an item to the Clerk for placement on the Agenda shall be 12:00 Noon on the Thursday before a Regular Meeting. The Clerk shall distribute the Agenda by email no later than 5:00 p.m. on the Friday before a Regular Meeting. Complete Agenda packets, excluding confidential information, shall be posted on the City's website concurrent with distribution of the Agenda packet to Councilmembers and to the Mayor.

Any Councilmember shall have the right to propose an amendment to the Agenda prior to the Approval of the Agenda being voted upon; if a majority of the Council approves an amendment (or multiple amendments), the amended Agenda with the incorporated change(s) is the Agenda under consideration for Approval near the beginning of the Regular Meeting. Motions to amend the Agenda are not debatable prior to being voted upon by the Council.

Any Special Presentations with prepared materials must have copies provided to the Councilmembers and Mayor prior to the beginning of the presentation, either in digital or printed format.

### **Agenda Distribution**

The City Clerk is responsible for the Agenda distribution, which is emailed to each Councilmember and to the Mayor forty-eight (48) hours or more prior to each Regular Council Meeting. In addition, the Clerk shall post each Agenda to the City's website forty-eight (48) hours prior to each meeting for the purpose of public access. Agendas for Special Meetings shall be distributed with the notice of Special Meeting and posted on the City's website.

### **Quorum**

A majority of the entire elected or appointed and sworn Members of the Council shall constitute a Quorum for the transaction of business at all Council Meetings. In the absence of a Quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

### **Council Attendance at Meetings**

City Councilmembers are expected to attend Council Meetings to the best of their ability. Council is empowered by Article III -- Legislative Branch, Section 3.107 of the City Charter to adjourn a meeting if a Quorum is not present and compel attendance in a manner prescribed by its ordinance.

In the event that a Member's absences continue for more than five consecutive Regular Meetings of the Council, then the Council may declare the seat vacant in accordance with Section 3.119 of the Charter.

### **Mayor Attendance at Meetings**

Per Section 4.101 of the City Charter, the Mayor or Deputy Mayor shall attend all Meetings of the Council and respond to questions from Councilmembers and Citizens, and make reports and present proposals. The Mayor or Deputy Mayor may be recognized to speak on Council Agenda items.

### **Presiding Officer**

The Presiding Officer shall be responsible for enforcing these Rules and Procedures, and for enforcing orderly conduct at Council Meetings. The Council President is ordinarily the Presiding Officer. If the Council President is absent, the Council President Pro Tem will serve as Presiding Officer. In the absence of both the Council President and the Council President Pro Tem at the same Meeting, the Councilmember who shall assume the role of Presiding Officer at that Meeting shall rotate by District, starting with District One. In the event of a resignation or other permanent absence, the Council President or Council President Pro Tem position shall be filled by nomination and affirmative vote by a majority of Councilmembers serving.

The President or the President Pro Tem may be removed by an affirmative Roll Call vote of a two-thirds majority of Councilmembers serving; such a removal may occur at a Regular Meeting throughout the year during this Council Session. In the event that either or both positions are vacant following a removal, then an election for that vacant leadership position shall be the next item of business to take place on the Meeting Agenda following the removal.

### **Disorderly Conduct**

The Presiding Officer may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time, or speaking vulgarities. Such person shall be seated until the Presiding Officer determines whether the person is in order.

## **Closed Meetings**

Closed Meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- A. To consider the dismissal, suspension, or disciplining of, or the hear complaints or charges brought against a public officer, employee, staff member, or individual agent when the name person requests a Closed Meeting.
- B. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- C. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- D. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council.
- E. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- F. To consider material exempt from discussion or disclosure by state or federal statute.

## **Calling Closed Meetings**

At a Regular or Special Meeting, the Councilmembers elected or appointed and serving, by a two-thirds Roll Call vote may call a Closed Session under the conditions outlined in the Open Meetings Act. The Roll Call vote and purpose(s) for calling the Closed Meeting shall be entered into the Minutes of the public part of the Meeting at which the vote is taken.

## **Minutes of Closed Meetings**

A separate set of Minutes shall be taken by the City Clerk or the designated secretary of the Council at the Closed Session. These Minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These Minutes may be destroyed one year and one day after approval of the Minutes of the Regular Meeting at which the Closed Session was approved.

## **Parliamentary Procedure**

The rules of Parliamentary Procedure, as contained in the most recent edition of Robert's Rules of Order Newly Revised, shall govern the Council in all cases in which they are applicable, provided they are not in conflict with these rules, City ordinances, or applicable state statutes. The Council may also enlist the services of a Parliamentarian to assist the Council with use of Parliamentary Procedure. If enlisted, the Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians. The Presiding Officer shall preserve order and decorum and may speak to Points of Order in preference to other Councilmembers. If a Point of Order is given, it should not exceed two (2) minutes.

## **Conduct of Discussion**

During Council discussion and debate, no Councilmember shall speak until recognized for that purpose by the Presiding Officer. After such recognition, the Councilmember shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a Point of Order or Privilege raised by another Councilmember. Councilmembers should address their remarks to the Presiding Officer, maintain a courteous tone, and avoid interjecting a personal note into debate. Councilmembers may decide by a majority vote to limit or determine the time to be devoted to the discussion of a pending motion or item for discussion.

## **Ordinances and Resolutions**

A vote on all Ordinances and Resolutions shall be taken by a Roll Call vote and entered in the Minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the Minutes, unless a Roll Call vote is required by law or by Council rules.

## **Voting Procedure**

In all Roll Call votes, the names of the members of the Council shall be called in rotating alphabetical order. Interruptions during an active voting procedure are permitted only before any Councilmember has cast their vote. A Councilmember has a right to change their vote during the voting process up until the result of the vote is announced. Once the result of a vote is announced, a Councilmember may only change their vote if unanimous consent by the remaining Councilmembers present is granted. A Councilmember does not have the right to explain why they are voting a certain way, or to offer the rationale for their vote during the voting procedure. Except as otherwise specified in the City Charter or in matters pertaining to a direct financial conflict of interest, no Councilmember shall abstain from voting on any question.

## **Citizen Participation**

Each Regular and Special Council Meeting Agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to: the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the Council Meeting.

## **Agenda Address**

The Council has included in its Agenda a time for Agenda Address. Agenda Address will allow a citizen to comment on Agenda Items on the Agenda for that applicable Council Meeting. A person addressing the Council will have two (2) minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card, which will be made available in the City Clerk's Office. The Agenda Address Card shall require the person to identify themselves, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Agenda Address Card is required to be completed and turned in to the Clerk's Office two hours ahead of the scheduled start time of the Council Meeting in order to be considered a valid request at that Council Meeting. Those who have submitted an Agenda Address Card to speak must be present in the Council Chambers when their name is called or they will forfeit their opportunity for Agenda Address.

## **Public Comment**

The Council has included in its Agenda a time for Public Comments. The Public Comment portion of the Agenda will allow individuals to comment on items not specific to Agenda Items. Individuals addressing the Council will have three (3) minutes to complete Public Comment. At the Public Comment portion of the Agenda, the Presiding Officer has the flexibility to determine whether the allotted time for each speaker should be limited to less than three minutes.

All individuals wishing to speak during Public Comment must sign up at the Public Comment Sign-In Sheet, which will be located in the Council Chambers on a clipboard. The Public Comment Sign-In Sheet shall require an individual to identify themselves, a method of contact, and the subject matter of their comments, and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the Call of Order of the Meeting. If an individual's

name is not on the Public Comment Sign-In Sheet once picked up, they will not be allowed to speak during Public Comment. Individuals who have submitted their information on the Sign-In Sheet to speak must be present in the Council Chambers when their name is called, or they will lose their turn to speak. Only individuals who have signed up on the Sign-In Sheet for Public Comment can be recognized; there can be no names added once the Sign-In process is closed. An individual recognized to speak during Public Comment may not yield their time to another individual.

During Public Comment, Councilmembers shall not respond to any speaker. Responses to Public Comments are appropriate during Closing Comments prior to the adjournment of the Meeting. During Public Comment, speakers shall not expressly advocate a vote for or against a candidate or ballot issue, per Section 57 of the Michigan Campaign Finance Act. City of Pontiac employees cannot speak during Public Comments during the course of their work duties and while receiving compensation from the City of Pontiac.

### **Council Committees**

The Council establishes Committees to increase the efficiency of their research, review, oversight, and planning. A Committee shall be comprised of three (3) Councilmembers, and one (1) alternate Councilmember who may attend if a regular member is unable to attend. Councilmembers shall be appointed to Committees by the Council President. The Council President shall designate which Councilmember shall serve as Chair for that Committee. Committee assignments shall be for the length of one (1) year, and all assignments shall be revisited the month of January of each year; Councilmembers may be reappointed to the same Committee assignment for multiple years in a row, however. The Council President shall fill any Committee vacancies.

Committees may determine the date and time of their meetings; however, Committee meetings at which City of Pontiac Department Heads will be present shall be scheduled at a time mutually acceptable to both the Committee and the Department Head. Committees can discuss current or prospective policy with Department Heads or other participating City employees. Committees cannot make final decisions, but may recommend actions to the full Council.

### **Standing Committees**

Standing Committees will meet once a month, or as needed. The Council's Standing Committees shall be the following:

- A. Communications, Engagement & Operations – *Information Technology, Public Access Cable, Municipal Communications, Branding, Marketing, Citizen Engagement, Youth In Government, Internal Council Operations*
- B. Economic Development, Housing & Planning – *Economic Growth, Building and Planning, Zoning and Land Use, Housing Policies, Review of Proposed Residential and Commercial Developments*
- C. Facilities & Property – *City-Owned Land and Sites, Consideration of Future Real Estate Transactions, Municipal Facilities Management and Maintenance (e.g. City Hall, Senior Centers)*
- D. Finance & Personnel – *Reviewing Financial Reports, Reviewing Proposed Budgets, Auditing and Accounting Needs, Human Resources Needs and Systems, Hiring Processes and Considerations*
- E. Law & The Courts – *Municipal Legal Contracts, Operations and Functions of 50<sup>th</sup> District Courthouse, Communication and Coordination with District Court Judges and Court Staff*

F. Parks, Recreation & Public Works – *Municipal Parks, Public Trails, Greenspaces, Forestry, Youth and Community Recreation Services, Road Infrastructure, Water Infrastructure, Department of Public Works Services*

G. Public Safety, Health & Wellness – *Reviewing Law Enforcement Services, Fire Safety, Emergency Medical Transport Service Providers, Public Health & Safety Strategies, Community Mental Health Services*

The Committee's above descriptive text found in these Rules shall not be construed as the full breadth or limitations of a Committee's possible areas of research or review.

### **Special Committees**

Special Committees may be established for a specific period of time by the Council President or by a Resolution of the Council, which specifies the tasks(s) of the Special Committee and the date of its dissolution. Special Committees shall present reports in the same manner as Standing Committees.

### **Committee Reports**

Council Committees shall present both oral and written reports. The Community shall designate a Member to prepare the written report for the Committee. The written report shall indicate the date and time of the Committee meeting, all persons present, and the subject matter of discussion with some detail. If a Committee is making a recommendation to the full Council, then at least two of the three Councilmembers on that Committee must be noted as being in support of the recommendation.

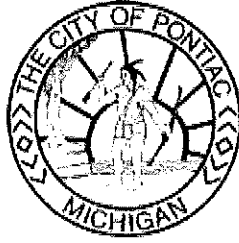
### **Suspension or Modification of These Rules**

The Rules of the Council may be suspended for a specified portion of a Meeting by an affirmative vote of two-thirds of the Councilmembers present except that Council actions shall conform to state statutes and to the Michigan and United States Constitutions. During the month of January of each year, the Council shall conduct an Annual Review of these Rules and may revise them by a majority vote of Councilmembers.

Effective: January 4, 2022

# **Consent Agenda**

## **B. MEETING SCHEDULE**



## The Pontiac City Council

### Announces

### **THE 2022 SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL**

To comply with the Michigan Open Meeting Act (MCL 15.265)

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted [www.pontiac.mi.us](http://www.pontiac.mi.us)

#### **The dates are as follows:**

Tuesday, January 4, 2022 Noon Formal Meeting (Organizational Meeting)

Tuesday, January 11, 2022 6:00 p.m.

Tuesday, January 18, 2022 6:00 p.m.

Tuesday, January 25, 2022 6:00 p.m.

Tuesday, February 1, 2022 6:00 p.m.

Tuesday, February 8, 2022 6:00 p.m.

Tuesday, February 15, 2022 6:00 p.m.

Tuesday, February 22, 2022 6:00 p.m.

Tuesday, March 1, 2022 6:00 p.m.

Tuesday, March 8, 2022 6:00 p.m.

Tuesday, March 15, 2022 6:00 p.m.

Tuesday, March 22, 2022 6:00 p.m.

Tuesday, March 29, 2022 6:00 p.m.

Tuesday, April 5, 2022 6:00 p.m.

Tuesday, April 12, 2022 6:00 p.m.

Tuesday, April 19, 2022 6:00 p.m.

Tuesday, April 26, 2022 6:00 p.m.

Thursday, May 5, 2022 6:00 p.m.

Tuesday, May 10, 2022 6:00 p.m.

Tuesday, May 17, 2022 6:00 p.m.

Tuesday, May 24, 2022 6:00 p.m.

Tuesday, May 31, 2022 6:00 p.m.

Tuesday, June 7, 2022 6:00 p.m.

Tuesday, June 14, 2022 6:00 p.m.

Tuesday, June 21, 2022 6:00 p.m.



Tuesday, June 28, 2022 6:00 p.m.  
Tuesday, July 5, 2022 6:00 p.m.  
Tuesday, July 12, 2022 6:00 p.m.  
Tuesday, July 19, 2022 6:00 p.m.  
Tuesday, July 26, 2022 6:00 p.m.  
Thursday, August 4, 2022 6:00 p.m.  
Tuesday, August 9, 2022 6:00 p.m.  
Tuesday, August 16, 2022 6:00 p.m.  
Tuesday, August 23, 2022 6:00 p.m.  
Tuesday, August 30, 2022 6:00 p.m.  
Tuesday, September 6, 2022 6:00 p.m.  
Tuesday, September 13, 2022 6:00 p.m.  
Tuesday, September 20, 2022 6:00 p.m.  
Tuesday, September 27, 2022 6:00 p.m.  
Tuesday, October 4, 2022 6:00 p.m.  
Tuesday, October 11, 2022 6:00 p.m.  
Tuesday, October 18, 2022 6:00 p.m.  
Tuesday, October 25, 2022 6:00 p.m.  
Tuesday, November 1, 2022 6:00 p.m.  
Thursday, November 10, 2022 6:00 p.m.  
Tuesday, November 15, 2022 6:00 p.m.  
Tuesday, November 22, 2022 6:00 p.m.  
Tuesday, November 29, 2022 6:00 p.m.  
Tuesday, December 6, 2022 6:00 p.m.  
Tuesday, December 13, 2022 6:00 p.m.  
Tuesday, December 20, 2022 6:00 p.m.  
Tuesday, December 27, 2022 6:00 p.m.

**City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342 248-758-3200**

**#1**

**RESOLUTION**

GARLAND S. DOYLE, M.P.A.

*Interim City Clerk*

*FOIA Coordinator*

SHEILA GRANDISON

*Deputy City Clerk*



OFFICE OF THE CITY CLERK

47450 Woodward Avenue


Pontiac, Michigan 48342

Phone: (248) 758-3200

Fax: (248) 758-3160

## MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A.   
City Clerk

DA: January 6, 2022

RE: Resolution to Approve a Proposed Budget Amendment for Fiscal Year 2021-22 to amend the Elections (191) and Clerk (215) budgets to cover expenses for the Special Election and Charter Commission

As you know on August 3, 2021, Pontiac voters approved Proposal A to establish a Charter Commission to revise the City Charter. On May 3, 2022, we are scheduled to have an election to elect nine charter commission members. The proposed budget amendment will cover the cost of the special election and give a budget to cover expenses for the Charter Commission who will assume office in May 2022.

The 2021-2022 budget that was approved in June 2021 was based on having two elections during the fiscal year August and November 2021. It was not contemplated that we would have a Special Election in May 2022.

The following amendments are based on our current budget and projected costs.

General Ledger	Description	Budget 2021- 2022	Nov 2021 Election Expenditures	Balance	Requested Budget Amendment
101-191-702.004	Overtime Wages	\$1,800		-\$301.15	\$1,200
101-191-740.000	Operating Supplies	\$9,500	\$3,527.63	\$16.88	\$10,000
101-191-809.000	Services - Elections	\$20,000	\$8,909.74	\$6,182.15	\$10,000
101-215-809.002	Charter Commission	-0-		-0-	\$10,000

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



Whereas, the City of Pontiac timely approved the FY 2021-2022 budget on June 24, 2021; and

Whereas, the City Clerk is requesting \$31,200 in funds to be transferred from the general fund balance GL Account 101-000-390.000 to the following accounts 101-191-702.004 overtime wages \$1,200; 101-191-740.000 operating supplies \$10,000; 101-191-809.000 services-elections \$10,000; 101-215-809.002 Charter Commission\$10,000; and

Whereas, these transfers are necessary to pay for the additional cost that will be incurred for the Special Election on May 3, 2022 and to support the Charter Commission and

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

Now therefore, be it resolved that the City Council approves the budget amendment for fiscal year 2021-22 budget transferring \$31,200 from general fund balance GL Account 101-000-390.000 to the following accounts 101-191-702.004 overtime wages \$1,200; 101-191-740.000 operating supplies \$10,000; 101-191-809.000 services-elections \$10,000; 101-215-809.002 Charter Commission\$10,000

**#2**

# **RESOLUTION**



# **PONTIAC CITY COUNCIL RESOLUTION**

## **Celebrating Rev. Dr. Martin Luther King, Jr.**

**Whereas** the City of Pontiac, Michigan has witnessed many developments in the Civil Rights Movement, with many current and former citizens who have fought against legalized racial discrimination, disenfranchisement, and segregation in the United States; and

**Whereas** the Reverend Dr. Martin Luther King, Jr. was a prominent leader in the movement and, among many efforts throughout our nation, he visited Pontiac, Michigan in March 1958 and over 1,000 attendees witnessed Dr. King address the historic Trinity Baptist Church in Pontiac following the invitation from Trinity's Pastor Richard H. Dixon; and

**Whereas** many Pontiac residents marched, protested, boycotted, and organized alongside Dr. King and many other activists and movement leaders, including at the June 23, 1963 Walk to Freedom in Detroit, Michigan that drew over 125,000 people and was known as the largest civil rights demonstration in United States history at that time; and

**Whereas** in the decades following Dr. King's life being brutally cut short by an assassin's bullet in 1968, the State of Michigan recognized Dr. King's January 15 birthday as a holiday, the United States recognized it as a federal holiday starting in 1983, and the City of Pontiac renamed East Boulevard as Dr. Martin Luther King, Jr. Boulevard, among other local honors and designations; and

**Whereas** our community continues to mark his legacy annually with marches, interfaith religious services, programs, community service projects, and more; and

**Whereas** Pontiac city operations and Pontiac City Hall shall be closed on Monday, January 17, 2022 in observation of the Martin Luther King Day, Jr. Federal Holiday.

**Now, Therefore Be It Resolved**, the Pontiac City Council in concert with Mayor Tim Greimel hereby celebrates the life and legacy of the Reverend Dr. Martin Luther King, Jr.; and further

**Resolved**, the City Council joins the Pontiac community in honoring his legacy through local marches, religious services, programs, public service projects, and other commemorative efforts; and further

**Resolved**, he continues to be remembered by the City Council and the Pontiac community as a consequential leader of global importance who made a difference in our city, our region, our state, our nation, and this world; and further

**Resolved**, that the City Council encourages all residents to participate as they are able and as health considerations allow in community celebrations and personal reflections honoring Dr. King.

*Pontiac City Council      •      Pontiac, Michigan      •      January 11, 2022*

**Mike McGuinness, Council President**  
**Mikal Goodman, Councilmember**  
**Brett Nicholson, Councilmember**  
**Melanie Rutherford, Councilmember**

**William A. Carrington, President Pro Tem**  
**Kathalee James, Councilmember**  
**William Parker, Jr., Councilmember**

**#3**

# **RESOLUTION**



OAKLAND COUNTY EXECUTIVE DAVID COULTER

ECONOMIC DEVELOPMENT  
& COMMUNITY AFFAIRS

Bret Rasegan, Manager – Planning and Local Business Development  
Office: (248) 858-5445 | raseganb@oakgov.com

November 18, 2021

Dear NoHaz Consortium member:

Attached please find the 2022 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings.

A resolution is attached which approves the agreement as well as ensures that your community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents \$10, \$15 or to not charge them at the collection events in 2022.

Please send the following back **no later than January 31, 2022**:

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

Information should be sent to the following address:

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

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

Sincerely,

Bret Rasegan, Manager  
Oakland County Planning and Local Business Development



## **THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

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

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

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

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

*WHEREAS*, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

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

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

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

*Now Therefore be it Resolved:* That our community, City of Pontiac, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

*Be it Further Resolved:* That we will not charge residents to participate in NoHaz events in 2022, and

*Be it Further Resolved:* That we hereby appoint Al Cooley III as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2022.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City of Pontiac Council, at a regular meeting held on January 11 2022.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF PONTIAC**

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This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48341 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

**1. INTRODUCTORY STATEMENTS**

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

**2. PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. **GOALS OF THE PROGRAM:**

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

4. **OBJECTIVES OF THE PROGRAM:**

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

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

5. **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 **“AGENT” OR “AGENTS”** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2022year program in cooperation with the NoHaz Board.
- 5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties
- 5.8 **“COUNTY”** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions,

the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

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

6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such

contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

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

## **7. MUNICIPALITY'S RESPONSIBILITIES**

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

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

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2021 NoHaz events will be assessed \$50.00 per collection event in 2022

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2021 NoHaz events will be assessed \$125.00 per collection event in 2022.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2021 NoHaz events will be assessed \$250.00 per collection event in 2022.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2022 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY shall be solely and completely responsible for any and all liability for CLAIM(S) which are based upon, result from, arise from, or are in

any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
  - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
  - 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of



illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NoHaz BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NoHaz BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

### **13. MUNICIPALITY'S FAILURE TO PAY**

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any

reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

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

**14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT**

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in

this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

**15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY**

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

15.1.2 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.

15.1.3 Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.

**16. LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2022, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2022.

**17. TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT.

“Default” is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY’S further participation in this program.

18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY’S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter

directly or indirectly related to employment in violation of any federal, state or local law.

23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES**. This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural

number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.

31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:

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31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

32. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. **AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the

MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. **ENTIRE AGREEMENT** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.
35. **CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

**IN WITNESS WHEREOF**, \_\_\_\_\_ hereby acknowledges that he has been authorized by a resolution of the \_\_\_\_\_, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Chairperson of the 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 of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_



## EXHIBIT A

### 2022 Projected NoHaz Budget

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2022 NoHaz Program Cost Details		
Program Management		\$22,987.00
Collection Costs		\$2,900.00
Administration		\$500.00
Education and Outreach		\$11,000.00
<b>TOTAL</b>		<b>\$37,387.00</b>
2022 NoHaz Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		*\$60.25 each
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$4,000 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p> <p><i>Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i></p>		

**EXHIBIT B - 2022 Estimated Costs –**

Municipality	Population (2020 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			<b>\$18,693.50</b>			<b>\$18,693.50</b>	<b>\$60.25</b>		
Addison*	6,256	2.01%	\$375.65	139	2.91%	\$543.14	\$8,374.75	\$1,390.00	\$7,903.55
Brandon**	15,384	4.94%	\$923.76	163	3.41%	\$636.92	\$9,820.75	\$2,445.00	\$8,936.44
Groveland*	5,912	1.90%	\$355.00	54	1.13%	\$211.01	\$3,253.50	\$540.00	\$3,279.50
Independence*	36,686	11.78%	\$2,202.89	620	12.96%	\$2,422.65	\$37,355.00	\$6,200.00	\$35,780.54
Lake Angelus	287	0.09%	\$17.23	28	0.59%	\$109.41	\$1,687.00	\$0.00	\$1,813.64
Oakland*	20,067	6.45%	\$1,204.96	374	7.82%	\$1,461.41	\$22,533.50	\$3,740.00	\$21,459.87
Orion	38,206	12.27%	\$2,294.16	1,392	29.10%	\$5,439.25	\$83,868.00	\$0.00	\$91,601.40
Oxford	22,419	7.20%	\$1,346.20	810	16.93%	\$3,165.08	\$48,802.50	\$0.00	\$53,313.77
Pontiac	61,606	19.79%	\$3,699.26	122	2.55%	\$476.72	\$7,350.50	\$0.00	\$11,526.48
Rochester	13,035	4.19%	\$782.71	245	5.12%	\$957.34	\$14,761.25	\$0.00	\$16,501.30
Rose	6,188	1.99%	\$371.57	62	1.30%	\$242.27	\$3,735.50	\$0.00	\$4,349.34
Springfield*	14,703	4.72%	\$882.87	210	4.39%	\$820.58	\$12,652.50	\$2,100.00	\$12,255.95
Waterford**	70,565	22.67%	\$4,237.22	565	11.81%	\$2,207.74	\$34,041.25	\$8,475.00	\$32,011.21
	<b>311,314</b>	<b>100.00%</b>	<b>\$18,693.50</b>	<b>4,784</b>	<b>100.00%</b>	<b>\$18,693.50</b>	<b>\$288,236.00</b>	<b>\$24,890.00</b>	<b>\$300,733.00</b>

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

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

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2022.

Participating communities listed above are preliminary and will be finalized in early 2022.

(2.) The cost per vehicle including electronic waste is \$60.25.

(3.) The total administration fee is \$37,387.00, which includes 4 collection events.

(4.) The number of participants is estimated using the 2021 number of participants and adding 8%.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate.

Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate.

A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and

NO HAZ Advisory Board, and would result in additional administration costs of approximately \$4,000 per collection.

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

**#4**

**RESOLUTION**



# CITY OF PONTIAC FINANCE DEPARTMENT

**TO:** City Council President Mike McGuinness and City Council Members

**FROM:** Darin Carrington, Finance Director

**CC:** Mayor Tim Greimel; Deputy Mayor Khalfani Stephens

**DATE:** January 6, 2021

**RE:** Waterford Regional Fire Services Agreement

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The City of Pontiac has contracted its Fire Protection Services from Waterford Township since 2012. The current Agreement between the City and Waterford expires on February 1, 2022. While it is the Township's preference to enter into another long-term/10 year agreement, due to the recent change in our Administration, Waterford has agreed to an extension of the contract for one year.

Under the expiring Agreement, the City is paying a monthly rate of \$689,635. For the one year extension, there would be an increase of 3%. This would increase the monthly rate by \$20,689 to a total monthly rate of \$710,324. For the entire one year of the proposed extension, the City would pay a total of \$8,523,890.

Attached to this memorandum are the proposed Contract Addendum for the one year extension of this Agreement. All of the terms of the original contract from 2012 would remain in place except for the new expiration date of February 1, 2023 and the new rates outlined above.



# CITY OF PONTIAC FINANCE DEPARTMENT

**TO:** City Council President Mike McGuinness and City Council Members  
**FROM:** Darin Carrington, Finance Director  
**CC:** Mayor Tim Greimel; Deputy Mayor Khalfani Stephens  
**DATE:** January 6, 2021  
**RE:** Waterford Regional Fire Services Agreement

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## RESOLUTION

**WHEREAS**, the City of Pontiac and the Charter Township of Waterford are currently in a ten-year Agreement for the provision of fire and medical response services by the Township to the City; and

**WHEREAS**, that agreement expires February 1, 2022; and

**WHEREAS**, the City and Township would like to extend that Agreement for one year to permit the parties to conduct feasibility studies for a long-term partnership or to explore alternatives; and

**WHEREAS**, the proposed one-year extension maintains the terms and conditions of the current Agreement but otherwise includes a three-percent price escalator;

**NOW, THEREFORE**, the City Council approves the one-year extension of the Agreement with the Charter Township of Waterford for the provision of fire and medical response services and further approves the companion Addendum Agreement as attached hereto, and further authorizes the Mayor to execute said Addendum Agreement on behalf of the City.

## **ADDENDUM TO FIRE AND MEDICAL RESPONSE SERVICES AGREEMENT**

This Addendum ("Addendum") is made and entered into on January \_\_\_, 2022, by and between the City of Pontiac, a Michigan Municipal Corporation 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"); and the Charter Township of Waterford, 5200 Civic Center Drive, Waterford, Michigan 48329 ("Township").

WHEREAS, the City and Township entered into an Event Agreement dated January 17, 2012, for the provision of Fire and Medical Response Service Agreement, as amended (the "Agreement"); and

WHEREAS, the City and Township desire to enter into this Addendum to amend the Agreement as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

### **1. AMENDMENT TO AGREEMENT**

- a. Section 3.0, TERM OF AGREEMENT, is hereby amended to state, "This Contract shall remain in effect through January 31, 2023."
- b. Section 2.4, ESCALATOR CLAUSE: FIFTH AND SUBSEQUENT YEARS, is hereby amended to state as follows:  
Payment for services for the period of February 1, 2022, through January 31, 2023, shall be as follows:

February 1 to March 31, 2022:	\$1,420,648.44
April 1 to June 30, 2022:	\$2,130,972.67
July 1 to September 30, 2022:	\$2,130,972.67
October 1 to December 31, 2022:	\$2,130, 972.67
January 1 to January 31, 2023:	\$710,324.22

- c. All other terms of the Agreement, not modified by this Addendum shall remain in full force and effect through the amended term of the Agreement.

### **2. MISCELLANEOUS**

- a. This Addendum may be executed with counterpart signature pages or in two or more counterparts (including facsimile or electronic transmission of such signature pages), all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

WHEREOF, the parties hereto have executed this Addendum as of the date set forth herein.

CITY OF PONTIAC

TOWNSHIP OF WATERFORD

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By: Tim Greimel  
Its: Mayor  
Date:

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By: Gary Wall  
Its: Supervisor  
Date:

**#5**

# **RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Darin Carrington, Finance Director

**DATE:** January 5, 2022

**RE:** **Resolution to approve the budget amendment for Fiscal Year 2021-22 Budget, transferring \$55,000.00 out of the General Fund Balance GL account 101-101-804.000-Legal Services and \$55,000.00 is transferred into the Capital Improvement Fund, GL account 445-265-976.01-Building Additions & Improvements.**

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### EXECUTIVE SUMMARY

The Pontiac Skate Park Project was awarded \$250,000 in matching funds from 'The Skate Park Project' (formerly known as the Tony Hawk Foundation) for the construction of a free public skate park in addition to \$50,000 to fund project design costs that specifically intend to lessen the environmental impact of the skate park. With the use of these matching funds, the Pontiac Skate Park Project will be able to build a 10,000 square foot concrete skate park in Pontiac by November 2022.

The Pontiac Skate Park Project independently raised \$70,000 in pursuit of \$250,000 in matching funds awarded, the Oakland County Commission committed half of the matching requirement in the amount of \$125,000, leaving \$55,000 committed by the City of Pontiac in support of this matching grant. With The award from 'The Skate Park Project,' the environmental impact award, funds raised by the Pontiac Skate Park Project, the commitment from the Oakland County Board of Commissioners, and the funds allocated by the City of Pontiac, \$550,000 is established in support of this project.

### STATEMENT OF NEED

At this time, there is only one skate park in the city of Pontiac, a makeshift park created from an old tennis court. The poor condition of the park can be illustrated by the grass growing up from the pavement and the remnant of old tennis nets.

Presently, there are no organized skate-based activities in Pontiac. With the construction and maintenance of a public skate park, the city would be able to engage in and the facilitation of community programming such as skating classes, roller derby, camps, and STEAM learning opportunities. The skate park will provide an outlet for youth and a place for physical activity and exercise for all residents. Recently, the Pontiac Skate Park Project held an event in partnership with Main Street Pontiac's Pontiac Phoenix Races

STEAM program and provided an opportunity for kids to learn how to build their own skateboards—the children also learned to skate and were provided with safety equipment. This type of programming event could be easily recreated in a multitude of ways if there was a skate park facility such as the one seeking funding.

This project will be a conduit for outdoor recreation, youth programming, and new engaging activities for Pontiac residents and will be an attraction for residents in nearby communities. The strong draw of a skate park facility of this size and grandeur will bring new customers to local establishments and shops and will promote commerce and new patronage. The skate park and all of its benefits would push Pontiac further along in the quest to become a destination city.

## **PROJECT PLANS**

The city has a Parks and Recreation Master Plan that was created using the Guidelines for the Development of Community Park, Recreation, Open Space, and Greenway Plans by the Michigan Department of Natural Resources and it is intended to enable the city to be eligible to apply for grant funding from various agencies and work toward implementing the documented recommendations. The Parks and Recreation Master Plan incorporates input from public comment periods and public hearings and was adopted by the Pontiac City Council at a special meeting held on January 29, 2021. This document includes plans for a public skate park, cleanup of the existing park, adequate lighting, and environmental impact measures.

With the funding provided by the Skate Park Project, funds already raised by the Pontiac Skate Park Project, funds committed by the Oakland County Board of Commissioners, and matching funds from The City of Pontiac, the Pontiac Skate Park Project could build a free public 10,000 square foot park.

## **RESOLUTION ON FOLLOWING PAGE**



**Resolution to approve the budget amendment for Fiscal Year 2021-22 Budget, transferring \$55,000.00 out of the General Fund Balance GL account 101-101-804.000-Legal Services and \$55,000.00 is transferred into the Capital Improvement Fund, GL account 445-265-976.01-Building Additions & Improvements**

**WHEREAS**, the City of Pontiac passed a resolution supporting the Pontiac Skate Project allocating \$180,000.00 from the Capital Improvement Fund; and,

**WHEREAS**, the funds Council approved for the allocation were to come out of the appropriations for the current year FY 2021-22 from the Capital Improvement Fund GL account 445-265-976.001; and,

**WHEREAS**, at the direction of the Administration, a budget amendment was proposed to replace the funds back into the Capital Improvement Fund; and,

**WHEREAS**, subsequently, in a letter dated November 23, 2021, addressed to Mayor Waterman from the Oakland County Board of Commissioners, the Board of Commissioners expressed their interest to partner on the construction of the new skate park as part of the Skatepark Project (formerly the Tony Hawk Foundation) matching grant initiative (*letter attached*); and,

**WHEREAS**, on December 1, 2021 and at a Board of Commissioners' Economic Development & Infrastructure Committee meeting, the Committee considered and passed a resolution allocating funds dollar for dollar, up to **\$125,000.00** matching with any city and other locally raised funds, securing the full match the Skatepark Project made available to Pontiac; and,

**WHEREAS**, due to the recent change of events and as a consequence of the delightful **\$125,000.00** commitment from Oakland County to the Skate Park Project, the City of Pontiac's matching obligation has been substantially reduced to **\$55,000.00**; and,

**WHEREAS**, to fund the current appropriation, **\$55,000.00** is to be transferred out of the General Fund Balance GL account 101-101-804.000- Legal Services into the Capital Improvement Fund; and,

**WHEREAS**, to date, the City of Pontiac has not advanced or submitted any payments on behalf of the Project.

**NOW THEREFORE BE IT RESOLVED** that the City Council approves the budget amendment for Fiscal Year 2021-22 Budget, transferring **\$55,000.00** out of the General Fund Balance GL account 101-101-804.000-

Legal Services and **\$55,000.00** is transferred into the Capital Improvement Fund, GL account 445-265-976.01-  
Building Additions & Improvements.

**#6**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Darin Carrington, Finance Director

**DATE:** November 23, 2021

**RE:** **Council resolution to approve the budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 –Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.**

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The City of Pontiac has received a \$90,000 grant award from the NextFifty Initiative. The grant was awarded to the City for infrastructure improvements to Pontiac's senior centers in response to a grant application submission titled "The City of Pontiac's Older Adult Enrichment" and the grant award does not have any matching requirements. On November 30<sup>th</sup>, 2021 the Pontiac City Council passed resolution 21-379 to accept the grant award.

The City of Pontiac aspires to provide elite services and programming for its older adult population. Currently, the Pontiac centers that serve the older adult community, The Robert Bowens Center and the Ruth Peterson Center, are in dire need of infrastructure repair and updates. The budget submitted with the grant request included improving entryways, interior wall construction, kitchen improvements, and restroom improvements. The funds from the NextFifty Initiative will allow the city to renovate and update structurally deficient, unsafe and/or inaccessible facilities so that they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways.

**RESOLUTION ON FOLLOWING PAGE**



**Resolution to approve the budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 –Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.**

**WHEREAS**, the City of Pontiac was awarded a \$90,000 grant from the NextFifty Initiative; and;

**WHEREAS**, the grant is for the purpose of renovating and updating structurally deficient, unsafe and/or inaccessible facilities so that they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways, and;

**WHEREAS**, the grant award from NextFifty Initiative does not have a matching requirement; and;

**WHEREAS**, the funds from the grant will increase the budgeted revenue for the current fiscal year 2021-2022 in the amount of \$90,000 for grant income, and increase the appropriations in the amount of \$90,000, representing grant expenditures.

**WHEREAS**, the increased appropriations will not cause the fund balance in the General Fund to go below the policy mandated thresholds and;

**NOW THEREFORE**, be resolved that the City Council approves the budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 -Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.

**#7**

# **RESOLUTION**





**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**PLANNING DIVISION**  
47450 Woodward Ave | Pontiac, Michigan 48342  
TELEPHONE: 248.758.2800

*Mayor Tim Greimel*

**TO: HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT MCGUINNESS & PONTIAC CITY COUNCIL**

**FROM: VERN GUSTAFSSON | PLANNING & DEVELOPMENT MANAGER**

**SUBJECT: ZMA 21-04 ZONING MAP AMENDMENT**  
**DOLOR KONJA C/O FOUR BROTHERS REAL ESTATE HOLDINGS, LLC**  
**327 MIDWAY AVE | 64-14-33-407-035, 036, & 037**  
**R-1 SINGLE FAMILY DWELLING DISTRICT TO C-1 LOCAL BUSINESS**

**DATE: JANUARY 4, 2022**

The City of Pontiac is in receipt of application ZMA 21-04 for a Zoning Map Amendment [rezoning] per Section 6.802 of the Zoning Ordinance for parcel numbers 64-14-33-407-035, 036, & 037. The subject site is located at the intersection of Midway Ave. and S. Sanford St. The subject property is currently zoned R-1 One Family Dwelling, the applicant requests a rezoning to C-1 Local Business zoning district, and proposes a neighborhood grocery store in the current abandoned building. At the August 4, 2021 meeting of the Planning Commission, they recommended approval of this request to the Pontiac City Council.

**Master Plan**

According to the City's 2014 Master Plan Update any new economic prospects on which to build upon sustainable residential neighborhoods with local commercial is a major land use objective. It is with this spirit that is embedded in the Master Plan update.

The subject site is planned as Traditional Neighborhood Residential. These areas allow a range of building styles and uses with the local business & commercial uses located on select corridors. This Future Land Use designation includes most of the City's residential neighborhoods.

**Existing Zoning Districts**

Properties to the north, east, south and west are zoned R-1 One Family Dwelling zoning district. The current residential zoning in the area is consistent with the City of Pontiac Master Plan Update.

### **Rezoning Criteria**

The Pontiac City Council must consider the following criteria [section 6.804] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Pontiac City Council may also consider other factors that are applicable to this application. To assist in the evaluation of these criteria, we offer the following findings of fact for your consideration.

1. The Zoning Map Amendment request is consistent with the goals, policies and objectives of the Pontiac Master Plan Update and consistency with recent development trends in the area was also considered.
2. The proposed Zoning Map Amendment is compatible with potential uses allowed in the proposed C-1 Local Business zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, and infrastructure.
3. The capacity of the City's utilities and services are sufficient to accommodate proposed uses permitted in the C-1 Local Business zoning district without compromising the health, safety and welfare of the City.
4. The capability of the street system can accommodate safe and efficient additional traffic generated by uses permitted in the requested C-1 Local Business zoning district.
5. The boundaries of the requested C-1 Local Business zoning district is reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the C-1 zoning district.
6. The rezoning is appropriate for the requested C-1 Local Business zoning district and is more appropriate from the City's perspective than other commercial zoning districts.
7. The request is for a specific use [neighborhood grocery store]. Rezoning the land is more appropriate than amending the list of permitted or special land uses in the current R-1 One Family Dwelling zoning district.
8. The requested rezoning will not create an incompatible zone in the Neighborhood.

ZMA 21-04 – Zoning Map Amendment  
Parcel: 64-14-33-407-035, 036, & 037

Resolution

*Whereas*, The City has received an application for a Zoning Map Amendment at 327 Midway Ave identified as PIN 64-14-33-407-035, 036, & 037 from Dolor Konja c/o Four Brothers Real Estate Holdings, LLC for the rezoning of the aforementioned parcel; and

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

*Whereas*, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance. The Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

*Whereas*, On August 4, 2021, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment request for 327 Midway Ave, approving the change from the current R-1 One Family Dwelling zoning district to C-1 Local Business zoning district; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 21-04) request for 327 Midway Ave, also known as Parcel No. 64-14-33-407-035, 036, & 037 to amend the zoning from R-1 One Family Dwelling to C-1 Local Business zoning district.



# Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address:

327 Midway Ave

Sidwell Number: 14-33-407-035, 14-33-407-036, 14-33-407-037

Office Use Only

PF Number:

Date: 6-28-21

**Instructions:** Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

**Applicant (please print or type)**

Name	Dolor Konja C/o: Four Brothers Real Estate Holdings, LLC.		
Address	6213 Malvern Dr.		
City	Troy		
State	Mi		
ZIP Code	48098		
Telephone	Main: 248.977.3191	Cell: 619.251.0145	Fax:
E-Mail	dave@abitofohope.net		

**Project and Property Information**

Name of Proposed Development: Unc's Market Place

The subject property is location at 327 Midway Ave on the N / S / E / W side of S. Sanford St.  
between South Blvd and Osman.

The property is zoned: Residential

Proposed Zoning District: \_\_\_\_\_

It is proposed that the property will be used as: Conventional Grocery Market with only Beer & Wine.

The subject property is legally described as follows (include sidwell numbers):

14-33-407-035, 14-33-407-036, 14-33-407-037

**Property Owner Information**

Name	Dolor Konja C/o: Four Brothers Real Estate Holdings, LLC.		
Address	6213 Malvern Dr.		
City	Troy		
State	MI		
ZIP Code	48098		
Telephone	Main: 248.977.3191	Cell: 619.251.0145	Fax:
E-Mail	dave@abitofhope.net		

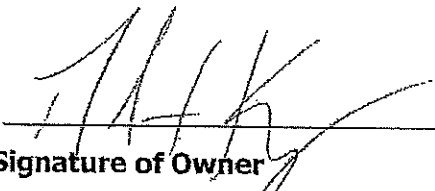
Are you the ☒ Owner \_\_\_\_\_ Agent/rep. of the owner \_\_\_\_\_ Other \_\_\_\_\_

**The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).**

Histrionically the property has operated for Decades as a Liquor Store. Our Intent is to relabel the image and convert the location to a family orientated Market Place, offering staples like full-line of groceries, produce, fresh meats, fresh-cut deli meats, Beer & Wine and additional product's & services commonly found in typical grocery store. We believe, by default, this proposed conversion will benefit the public. It's no secret this region of Pontiac is in dire need of such a proposed operation. Moreover, we believe the proposed operation will Especially service those client's which have no means of transportation. Lastly, I was the owner and operator of GTM located on MLK & Perry as then...We strive to participate in community programs & events. My objective is to offer the same approach here.

**Sate the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.**

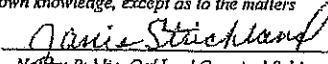
Offer a a family orientated Market Place, offering staples like full-line of groceries, produce, fresh meats, fresh-cut deli meats, Beer & Wine and additional product's & services commonly found in typical grocery store. I strongly believe the rezoning Shall NOT be detrimental to the public. In Fact, the proposed use shall only enhance the local area thus providing a much need destination to meet the day-to-day grocery needs, etc... Additionally, Histrionically a well operated grocery has only improved values in the vicinity.

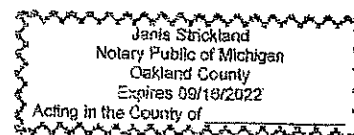
  
Signature of Owner

  
Signature of Applicant

State of Michigan  
County of Oakland

On this 28 day of June, A.D. 2021, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

  
Notary Public, Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



# ZMA 21-04 Zoning Map Amendment

Dolor Konja c/o Four Brothers Real Estate Holdings, LLC.

327 Midway

Parcels # 64-14-33-407-035, 036, & 037

Current Zoning: R-1 One Family Dwelling

Proposed Zoning: C-1 Local Business

At the Planning Commission August 4, 2021 meeting, the Commission recommended approval of this request to the Pontiac City Council

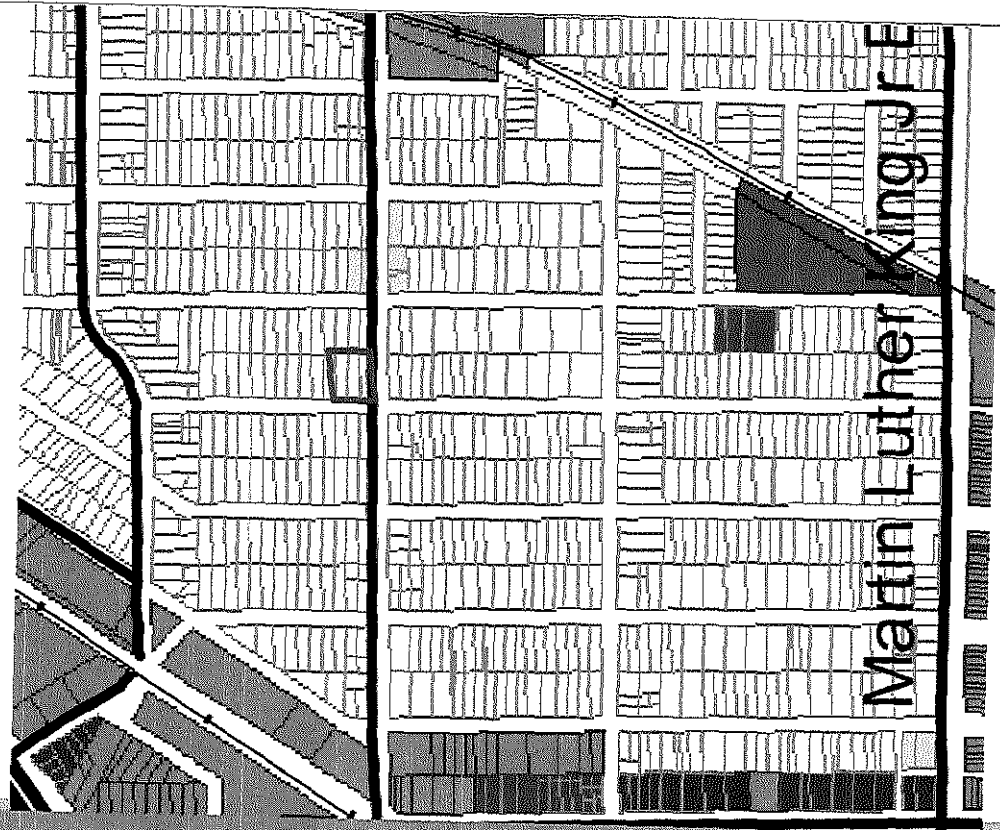
# SEP 21-04 - Site Context



# SEP 21-04– Zoning Map

## R-1 Single Family Dwelling District

The subject site is located at the intersection of Midway Ave. and S. Sanford St and proposes neighborhood grocery store in the current abandoned building.





# ZMA 21-04— Future Land Use Plan

## **Traditional Neighborhood Residential**

This land use category is intended to build upon sustainable residential neighborhoods with local retail/business services is a major land use objective.

