

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7

Pro Tem William A. Carrington, District 6

Melanie Rutherford, District 1

Brett Nicholson, District 2

Mikal Goodman, District 3

Kathalee James, District 4

William Parker, Jr., District 5



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

Phone: (248) 758-3200

102nd Session of the 11th Council – August 8, 2023, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

A. August 1, 2023 City Council Meeting Minutes

Subcommittee Reports

1. Communications, Engagement & Operations
2. Economic Development, Housing & Planning
3. Facilities & Property
4. Finance & Personnel
5. Law & The Courts
6. Parks, Recreation & Public Works
7. Public Safety, Health & Wellness

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Public Hearing

8. Public Hearing regarding the sale of the Phoenix Center Parcel Number 14-29-484-006 and for the City to waive all claims by the City to certain vacant properties related to the Phoenix Center.

Special Presentations

9. Roadkill Nights in Downtown Pontiac (Taking Place August 12, 2023)
Presentation Presenter: MotorTrend Representatives and Angela Powell
10. Woodward Dream Cruise 2023 Activities and Parking Options (Taking Place August 19, 2023)
Presentation Presenter: Angela Powell

Agenda Items, Continued

Resolutions

Mayor's Office

11. Resolution to Authorize Mayor to Enter into Memorandum of Agreement with Oakland County.
(Postponed from last week 8/1/2023 City Council Meeting)
12. Resolution authorizing entry of Participation Agreements and Partial Settlement with the National Opioid Litigation and entry of State Local Government Intrastate Agreement concerning Allocation of Settlement Proceeds.

City Clerk

13. Resolution to approve Proposal 1 City of Pontiac Adult-Use Business Ordinance, Ordinance No. 2406 and Proposal 2 City of Pontiac Ordinance No. 2407 an ordinance to amend the City of Pontiac Zoning Ordinance to include Adult-Use Marihuana Businesses in Designated Overlay Districts for the November 7, 2023, General Election Ballot for Electoral Vote.

Community Development

Economic Development Division

14. Resolution to schedule a public hearing for the obsolete property rehabilitation application exemption certificate for 46 N. Saginaw HCP LLC for parcel number 14-29-434-023 located at 46 N. Saginaw Pontiac, Michigan on August 22, 2023 at 6:00 p.m.

Grants and Philanthropy

15. Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, \$1,930,000 to account 445-451-974.001-OPDCON, \$1,423,500 to account 445-000-539.000-PODCON, and \$1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.
16. Resolution to authorize the City Clerk to publish the proposed budget amendment to established appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.
17. Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD. (This proposed budget amendment relates to the SEMCOG Grant.)
18. Resolution to authorize Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024.
19. Resolution to execute the Memorandum of Understanding (MOU) in conjunction with the Oakland County Local Government Critical Infrastructure Planning Grant Program Application with \$250,000 in resources for Storm Sewer Improvements.

20. Resolution to approve City of Pontiac submission of the grant application titled “Murphy Park Comfort Station Renovation” to the Michigan Community Center Grant Program from the Michigan Department of Labor & Economic Opportunity in the amount of \$2,500,000.

Public Comment (Three Minutes Time Limit)

Public Communications

City Council

21. “Movie Night at the Museum,” presented by the Pontiac Community Foundation and Oakland History Center, August 11, 2023, with free food at 7:00 pm and free movie screening of “Wakanda Forever” at 8:30 pm. Held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342 with overflow parking at the Wisner Memorial Stadium next door. Bring your lawn chairs and blankets; popcorn, cotton candy, and ice cream provided.
22. MotorTrend Presents Roadkill Nights Powered by Dodge in Downtown Pontiac, August 12, 2023, starting at 10:00 a.m., at Woodward Avenue and West Pike Street, a day-long celebration of horsepower and adrenaline, including muscle car cruise in, thrill rides, vehicle and product displays, vendor midway, entertainment, food trucks, celebrity appearances and a concert by Ice Cube at 7:30 pm at the mainstage
23. 2023 Memorial VFW/AMVETS Classic Car Show, August 12, 2023, starting at 2:00 p.m., held at VFW Post 1370, 800 Cesar E. Chavez Avenue, Pontiac 48340, contact Keith Marbutt at (248) 425-4410.
24. Pontiac Panthers 35th Anniversary Season Kickoff, August 12, 2023 from 3:00 to 7:00 pm, held at Wisner Memorial Stadium, 441 Cesar E. Chavez Avenue, Pontiac 48342, featuring entertainment, food trucks, scrimmage featuring Pontiac Panthers vs. Detroit Prowl
25. StArt Youth Theatre Presents Aladdin Jr., August 18, 2023 at 7:00 pm and August 19, 2023 at 2:00 pm, held at the Flagstar Strand Theatre for the Performing Arts, 12 N. Saginaw Street, Downtown Pontiac
26. M1 Concourse Cruise-In and Woodward Dream Parade, August 19, 2023, at 8:00 a.m., held at M1 Concourse, South Boulevard and Woodward Avenue in Pontiac.
27. Car Show in Downtown Pontiac During the Woodward Dream Cruise, as part of the M1 Concourse Woodward Dream Show, August 19, 2023, from 10:30 a.m. to 11:30 a.m., on North Saginaw Street between Pike and Huron Streets.
28. E-Community Outreach Services Second Annual Family Appreciation Day, August 20, 2023 from 12:00 to 5:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341, free event featuring community resources, children’s activities, dance performance, music, food, face painting, prizes, mobile game truck, and more; call (248) 622-4334 for more information
29. Ribbon Cutting Celebration with the Pontiac Regional Chamber for new Get Well Urgent Care, August 24, 2023 at 10:00 a.m., facility located at 983 Orchard Lake Road, Pontiac 48341
30. Ribbon Cutting Celebration with the Pontiac Regional Chamber for The Montessori School Rochester Crystal Lake Campus, August 24, 2023 located at 825 Golf Drive, Pontiac 48341
31. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org.

32. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email communications@pontiacschools.org for more information.
33. Save the Date: Rescheduled Battle of I-75 Basketball and Kickball Tournaments, August 26, 2023
34. Pontiac Second Annual Praise Festival, August 27, 2023, from 2:00 p.m. to 7:00 p.m., held at Wisner Stadium Track Field on Cesar Chavez Avenue in Pontiac.
35. "Building Community, Building Trust" Mental Health Forum, September 9, 2023 from 12:00 to 5:00 pm, held at All Saints Episcopal Church, 171 W. Pike Street, Pontiac 48341
36. Oak Hill Cemetery Walk, September 17, 2023, with tours starting every fifteen minutes from 2:00 to 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342, proceeds from the \$15 tour donations to the Oakland History Center go to cemetery improvement efforts, call (248) 338-6734 for information

Mayor's Office

37. Pontiac Music in the Parks Series has started. Shows include: August 10 at Aaron Perry Park (The Firewalkers with special guest El Charrito), August 24 at Rotary Park (Melanie Rutherford Performing), September 7 at Murphy Park (Persuasion with special guest Consuming Arts). All showtimes are 6:30 pm.
38. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities
39. The City of Pontiac's New Youth Recreation Center Listening Sessions with the Mayor
August 10, 2023, 6:00 p.m.-8:00 p.m. at the Ruth Peterson Senior Center 990 Joslyn, Pontiac 48340
August 11, 2023, 5:00 p.m.-7:00 p.m. at City Hall Council Chambers 47450 Woodward, Pontiac 48342
40. Road Closures in Downtown Pontiac for the Roadkill Nights activities begin August 11, 2023, starting at 9:00 a.m. through August 13, 2023, at 9:00 a.m.
41. All Lanes of Southbound Woodward Avenue are now open between Rapid Street and South Boulevard

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

August 1, 2023, Draft

**Official Proceedings
Pontiac City Council
101st Session of the Eleventh Council**

Call to order

A 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, August 1, 2023, at 6:04 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathy Dessureau

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – Mikal Goodman, Mike McGuinness, Brett Nicholson, and William Parker, Jr.

Mayor Greimel was present.

A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilwoman Kathalee James and Councilwoman Melanie Rutherford for personal reasons. Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Goodman, McGuinness, Nicholson, and Parker

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Parker and second by Councilperson Nicholson.

Ayes: Goodman, McGuinness, Nicholson, and Parker

No: None

Motion Carried

Consent Agenda

23-271 **Resolution to approve the consent agenda for August 1, 2023.** Moved by Councilperson Parker and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for August 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for August 1, 2023, including July 22, 2023, Special Meeting Minutes and July 25, 2023, City Council Minutes.

Ayes: McGuinness, Nicholson, Parker, and Goodman

No: None

Resolution Passed

Recognition of Elected Officials – County Commissioner Angela Powell

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Agenda Address

1. Dr. Deirdre Waterman addressed items #5 & #6
2. Beatrice Wright addressed item #10
3. Darlene Clark addressed item #3

Special Presentation (Agenda Add-on)

Announcing 855-YAK-TOWN Toll-Free City Hotline

Presentation Presenter: Mayor Tim Greimel

Announcing SafePontiac.com Community Resources Site for Mental Health Services

Presentation Presenter: Mayor Tim Greimel

Agenda Items

Ordinance

2421 **A Municipal Code Ordinance Text Amendments to Amend Article VI, Division 7, Chapter 22, Section 806 to clarify order to vacate and premises not to be occupied subsections and to add subsections (m) through (t) to include suspension of rent payments when rental property owners fail to comply with the requirements to obtain a Certificate of Compliance and/or register as a rental property. (Second Reading)** Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, and Goodman

No: None

Ordinance Passed

****See Ordinance #2421 as Exhibit A after the minutes****

Resolutions

City Council

23-272 **Resolution Honoring Football Accomplishments of Pontiac's Shontelle Shelton.**

Moved by Councilperson Parker and second by Councilperson Nicholson.

Whereas, it is the sense of this legislative body to honor an outstanding Pontiac Community member of remarkable character, who are inspirational and serve as role models to others; and,

Whereas, Shontelle Shelton, a 47-year-old Pontiac native is an extraordinary and talented professional women's athlete who stands head and shoulders above the rest and of whose body of work others can only dream; and,

Whereas, Shontelle Shelton, daughter of Deborah Sweeney Valden and Henry Shelton, started her professional women's football career in 2005 with the Detroit Predators, and has spent 16 years in professional women's football; and,

Whereas, for Shontelle Shelton, sports are second nature, a graduate from Pontiac Northern High School in 1994 where she played varsity basketball and softball, and she even currently gives back to the youth of Pontiac by coaching with the Pontiac Panthers; and,

Whereas, Shontelle Shelton recently won the 2023 United States Woman Football League Championship (USWFL) with the Detroit Prowl; and,

Whereas, Shontelle Shelton was nominated in 2018 for the Women's Football Hall of Fame and a member of the 2018 Women's Football Hall of Fame All-Star Team and also won coaching awards in 2019 with the Toledo Reign and the 2022 AFE Pentagon Bowl Championship; and,

Whereas, Shontelle's other accomplishments, include 2015 Detroit Pride (Affiliate Bowl Champs), 2017-18 Women's Football Alliance All-Star, 2018-World Champ Team USA vs. Mexico, 2019-All-American Bowl Champion Top 100 women football players All-Star Game Team USA, 2021-La Muerta De Las

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Cruces (WNFC), 2021-Pentagon Bowl All-Starr team (Myrtle Beach), 2022 – AFE All-Star (Mexico) Women Bowl; now,

Therefore, Be It Resolved, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Shontelle Shelton for a job well done and for truly representing the City of Pontiac well.

Ayes: Nicholson, Parker, Goodman, and McGuinness

No: None

Resolution Passed

Council President Pro-Tem arrived at the meeting.

~~23-273~~ **Resolution to schedule a public hearing on August 8, 2023, at 6:00 p.m. on the sale of the Phoenix Center Parcel Number 14-29-484-006.** Moved by Councilperson Parker and second by Councilperson Carrington.

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing on the sale of the Phoenix Center Parcel Number 14-29-484-006 in the City of Pontiac, Oakland County, and State of Michigan, such hearing will be held on August 8, 2023, at 6:00 pm in the Council Chamber on the 2nd floor at 47450 Woodward Ave, Pontiac, Michigan 48342.

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

No: None

Resolution Passed

****This Resolution was reconsidered later in the meeting****

Mayor's Office

~~23-273~~ **Resolution from the Mayor regarding Memorandum of understanding with Oakland County.** Moved by Councilperson Nicholson and second by Councilperson Parker. Discussion.

Motion to postponed Resolution from the Mayor regarding Memorandum of understanding with Oakland County for one week. Moved by Councilperson Carrington and second by Councilperson Goodman.

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

No: None

Motion Carried

Purchasing

~~23-274~~ **Resolution to authorize and execute an agreement with GOVHR to conduct a Wage Study.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval to approve GovHR USA's proposal and to execute a City agreement until the Scope of Service is complete, which is anticipated to be December 31, 2023.

NOW, THEREFORE RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to execute the contract with GovHR USA.

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

No: None

Resolution Passed

Grants and Philanthropy

23-275 **Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment, reflecting the Lowe’s Hometowns Grant Award. Moved by Councilperson Nicholson and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded \$200,000 from the Lowe’s Hometowns Grant Program; and,

WHEREAS, the grant award will support kitchen and flooring renovations at the Ruth Peterson Senior Center; and,

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$200,000 for grant income, and increase the appropriations in the amount of \$200,000, representing grant expenditures.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$200,000 to account 212-000-675.000-LOWESH – Contribution from private source, and appropriations in the amount of \$37,308 to account 212-813-818.000-LOWESH – Other Professional Services, \$70,792 to account 212-813-976.001-LOWESH - Building Additions and Improvements, and \$91,900 to account 212-813-977.008-LOWESH – Special Equipment.

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

No: None

Resolution Passed

23-276 **Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 to establish budget appropriations in the amount of \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services. Moved by Councilperson Carrington and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City’s Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration’s ARPA Program Budget on November 10th, 2022, allocating \$3,622,000 to establish a home repair program and fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Home Repair Program (PHRP), and;

WHEREAS, the Pontiac City Council approved phase 1 of the PHRP funding on March 13th, 2023, and;

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WHEREAS, the number of inquiries the PHRP team received far surpasses the amount of resources that are available under Phase 1 of the program, and;

WHEREAS, the following budget amendment reflects Phase 2 funding for the Pontiac Home Repair Program and associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$1,100,000, representing the Pontiac Home Repair Program expenditures.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2023-24 Budget to establish budget appropriations in the amount of \$1,100,000 to account 285-699-818.000-ARPHRP Other Professional Services.

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

No: None

Resolution Passed

Public Comment

1. Carlton Jones
2. Dr. Deirdre Waterman
3. Beatrice Wright
4. Charles Renfrow
5. Veronica Taylor
6. Darlene Clark
7. Chuck Johnson
8. Gloria Miller
9. Pastor Kathy Dessureau

Discussion

Community Feedback Being Sought for Pontiac Youth Recreation Center Amenities

Closed Session

23-277 **Resolution to proceed into closed session at 8:15 p.m. to consult with legal counsel regarding trial or settlement strategy in connection with Oakland County Circuit Court, Case No. 2022-197361-CH (Vanguard Equity Management, LLC v. City of Pontiac) and to proceed in closed session to consider the purchase or lease of real property.** Moved by Councilperson Nicholson and second by Councilperson Parker.

WHEREAS, the Michigan Open Meetings Act authorizes a public body to meet in Closed Session to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body; and

WHEREAS the Michigan Open Meetings Act Section 8(d) also provides that a public body may meet in closed session to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained.

NOW THEREFORE BE IT RESOLVED, that the City Council will proceed in Closed Session pursuant to Section 8(1)(e) of the Open Meetings Act, MCL 15.268(1)(e), to consult with its attorney regarding trial or settlement strategy in connection with Oakland County Circuit Court Case No. 2022-197361-CH (Vanguard Equity Management, LLC v City of Pontiac) because an open meeting would have a detrimental financial effect on the City's litigating or settlement position; and

FURTHER RESOLVED, the City Council will remain in Closed Session pursuant to Section 8(d) of the Open Meetings Act, MCL 15.268(d) to consider the purchase or lease of real property.

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

No: None

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Resolution Passed

Motion to come out of closed session at 9:26 p.m. Moved by Councilperson Goodman and second by Councilperson Parker.

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

No: None

Motion Carried

Suspend the Rules

Motion to suspend the rules to take up new items on the agenda. Moved by Councilperson Nicholson and second by Councilperson Goodman.

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

No: None

Motion Carried

Resolution's Continued

City Council

23-278

Resolution to authorize Litigation Counsel in Vanguard Equity Management, LLC. v. City of Pontiac to proceed as discussed in Closed Session. Moved by Councilperson Parker and second by Councilperson Nicholson.

Now, Therefore Be it Resolved, that the Pontiac City Council authorize Litigation Counsel in Vanguard Equity Management, LLC. v. City of Pontiac to proceed as discussed in Closed Session.

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

No: None

Resolution Passed

Motion to reconsider the Resolution #23-273 to schedule a public hearing on August 8, 2023, at 6:00 p.m. on the sale of the Phoenix Center Parcel Number 14-29-484-006. Moved by Councilperson Parker and second by Councilperson Nicholson.

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

No: None

Motion Carried

23-279 **Resolution to schedule a public hearing on August 8, 2023, at 6:00 p.m. on the sale of the Phoenix Center Parcel Number 14-29-484-006 and for the City to waive all claims by the City to certain vacant properties related to the Phoenix Center.**

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby schedules a public hearing on the sale of the Phoenix Center Parcel Number 14-29-484-006 and for the City to waive all claims by the City to certain vacant properties related to the Phoenix Center, in the City of Pontiac, Oakland County, and State of Michigan, such hearing will be held on August 8, 2023, at 6:00 pm in the Council Chamber on the 2nd floor at 47450 Woodward Ave, Pontiac, Michigan 48342.

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

No: None

Resolution Passed

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Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Councilman William Parker Jr., Council President Pro-Tem William Carrington, and Council President Mike McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Parker and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, and Carrington

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 9:41 p.m.

Garland S. Doyle
City Clerk

CITY OF PONTIAC
ORDINANCE No. 2421

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE ARTICLE VI, DIVISION 7, CHAPTER 22, SECTION 806 TO CLARIFY ORDER TO VACATE AND PREMISES NOT TO OCCUPIED SUBSECTIONS AND TO INCLUDE SUSPENSION OF RENT PAYMENTS WHEN RENTAL PROPERTY OWNER FAILS TO COMPLY WITH THE REQUIRMENTS TO OBTAIN A CERTIFICATION OF COMPLIANCE TO INCLUDE:

ARTICLE VI, DIVISION 7, CHAPTER 22, SECTION 806

The City of Pontiac Ordains:

Amend Article VI, Chapter 22, Division 7, Section 806- Certificate of compliance is amended to clarify order to vacate and premises not to be occupied subsections and to add subsections (m) through (t) to include suspension of rent payments when rental property owners fail comply with the requirements to obtain Certificate of Compliance and/or register as a rental property.

22-806 Certificate of compliance.

- (a) An owner or agent shall apply for a certificate of compliance. Inspection and issuance of certificates shall be in accordance with the requirements of this division and with rules and procedures established by the Building Code Official.
- (b) An application for a certificate of compliance shall be made when the owner enrolls in the registry of owners and premises. If the owner fails to register within the time required, any occupant of unregistered or uncertified premises may make application.
- (c) Single- and two-family dwellings regulated by this division shall not be occupied unless a certificate of compliance has been issued by the Department of Building Safety. The certificates shall be issued only upon prior inspection of the premises, except as provided in subsection (h) of this section. The certificate shall be issued within 15 days if the dwelling is entitled thereto at the date of inspection.
- (d) Inspections shall be made prior to first occupancy of single- and two-family dwellings regulated by this division when the construction or alteration is completed.

(e) Upon finding that there is no condition that would constitute a hazard to the health and safety of the occupants, and the premises are otherwise fit for occupancy, the certificate of compliance shall be issued. If the finding is of a condition that would constitute a hazard to health or safety, no certificate shall be issued, and an order to comply with this division shall be issued immediately and served upon the owner in accordance with section 22-807. On reinspection and proof of compliance, the order shall be rescinded, and a certificate issued.

(f) When a certificate of compliance is withheld pending compliance, no premises that have not been occupied for dwelling purposes shall be so occupied, and those premises that have been or are occupied may be ordered vacated until reinspection and proof of compliance have been established by the Department of Building Safety.

(g) A certificate of compliance shall be issued on condition that the premises remain in safe, healthful, and fit condition for occupancy. If upon reinspection the Department of Building Safety determines that conditions exist that constitute a hazard to health or safety, the certificate may be immediately suspended, a notice shall be served upon the owner to comply with this division, and the areas may be vacated as provided in subsection (f).

(h) The Department of Building Safety may authorize the issuance of a temporary certificate without inspection for those premises in which there are no violations of record and shall issue such temporary certificates upon application in cases where inspections are not made within a reasonable time. Temporary certificates may also be issued for premises with violations of record when the owner can show proof of having undertaken to correct such conditions.

(i) A violation of this division shall not prevent the issuance of a certificate of compliance, but the Department of Building Safety shall not issue a certificate when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises.

(j) It shall be required, and the responsibility of the owner, to maintain and post on the inside of the main entrance to the dwelling unit one copy of the certificate of compliance, either temporary or permanent, as such certificates are issued, at the premises for which they have been issued.

(k) No certificate of compliance shall be issued for any property unless all property taxes and water and sewer bills associated with the parcel in question are current and that the owner is in compliance with the provisions of the Pontiac Income Tax Ordinance.

(l) Any certificate of compliance issued by the Department of Building Safety after September 1, 2011, with an expiration date less than one year from the date of issuance, shall be deemed to expire three years after the date of issuance. The Department of Building Safety shall correct all records to reflect this change.

(m) It shall be unlawful for an owner to allow any unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental property, during or for any time in which there is not a valid certificate of compliance for the rental property and/or the property is not registered as a rental property with the City of Pontiac. This subsection does not apply to a tenant where the owner established that the conditions which constitute a hazard to health or safety were caused by that same tenant.

(n) Tenants of an occupied rental property that lacks a certificate of compliance and/or has not registered with the City of Pontiac as a rental property shall pay the rent that would otherwise have been due into an escrow account with the City of Pontiac under Municipal Code Chapter 22-765. This subsection does not apply to a tenant where the owner established that the conditions which constitute a hazard to health or safety were caused by that same tenant.

If the owner of the rental property obtains a certificate of compliance and/or registers the property as a rental property with the City of Pontiac within the first 30 days in which payments are made into the escrow account, the rent in the escrow account shall be paid to the owner, prorated based on a 30-day calendar, less the actual administrative fees charged by the City of Pontiac and third-party financial institution. If the owner fails to obtain a certificate of compliance and/or properly register the rental property within those first 30 days, the rent in the escrow account shall be paid, at the end of those 30 days, to the tenant and the administrative fees shall be paid by the owner.

Thereafter, the tenant shall continue paying rent into the escrow account until the owner obtains a certificate of compliance and/or properly registers the rental property with the City of Pontiac. At the end of every 30 days in which the owner fails to obtain a certificate of compliance and/or properly register the rental property, the rent in the escrow account shall be paid to the tenant, and the administrative fees shall be paid by the owner. If the owner of the rental property obtains a certificate of compliance and/or registers the rental property, the rent accrued in the escrow account shall be paid to the owner, prorated based on a 30-day calendar, less the actual administrative fees charged by the City of Pontiac and third-party financial institution.

(o) The administrative fee is a monthly fee that will be accrued every month the escrow account remains open. The amount of that fee shall be established by the Building Department. If the rent held in escrow is being paid to the owner, the administrative fees will be deducted at that time. However, if the administrative fees are greater than the amount held in escrow, the remaining balance will be levied as a fine against the owner. If rent held in escrow is being paid to the tenant, all administrative fees will be levied as a fine against the owner. All costs in connection with this section, including administrative fees, shall be a lien upon the land and all the costs of such fees remaining unpaid each year, pursuant to provisions contained in the Charter of the City, shall be collected in the same manner that other special assessments are collected under the Charter.

(p) When the certificate of compliance and/or registration of rental property has been suspended, or has not been issued, and the rents thereafter withheld are not paid into the escrow account, actions for rent and for possession of the premises for nonpayment of rent may be maintained, subject to such defenses as the tenant or occupant may have upon the lease or contract.

(q) If the tenant terminates his or her tenancy or right to occupy prior to the owner's undertaking to repair or if an order to vacate is issued, the tenant shall be returned any unexpired part of the rent paid in escrow and the administrative fees shall be paid by the owner pursuant to subsection (o).

(r) Nothing in this article shall be construed to permit eviction of an existing tenant from a rental property or to deprive existing tenants of their rights to possession of a rental property under the laws of this state and this Code, and such existing tenants shall have a right under this Code to retain possession of a rental property notwithstanding an owner's inability to collect rent from such tenants pursuant to this section. An owner may not use eviction as a form of retaliation.

(s) Subsection (m) of this Code shall not be construed to penalize the tenant or occupant of a rental property for occupancy of a rental property that does not have a valid certificate of compliance.

(t) An owner shall not retaliate in any way, including but not limited to using eviction against a tenant and/or increasing rental rates, for a tenant exercising their rights under this section. If a court rules that an owner has retaliated against a tenant, the court shall award that tenant all fines and costs, including attorney fees incurred by the tenant in bringing or defending against any

associated court proceedings. The court shall award any actual damages incurred by the tenant or alternatively at the discretion of the court, liquidated damages treble the amount of the monthly rent payment the tenant is or had been paying to the owner.

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Mayor Tim Greimel

DATE: July 28, 2023

RE: **Resolution to approve Memorandum of Agreement with Oakland County**

Oakland County passed a resolution to move forward on the purchase of the Ottawa Tower buildings. This resolution means that Oakland County will assume the remainder of the 99-year lease of the Phoenix Center parking garage.

The County has expressed a desire to acquire that facility for the purpose of demolishing it and constructing a new state of the art parking structure.

Although the county and the City were able to come to a tentative agreement (pending City Council approval) on general business terms for this, there are details of the final project that still need to be finalized. The attached resolution enacts a memorandum of agreement that sets in place the general points of business while leaving flexibility for the final project. Highlights of the memorandum include:

- City will convey the phoenix center to the county
- City will support the county in request for additional funding from the state
- County will convey not less than two acres of land with the same dimensions as the entertainment venue on the phoenix garage to the city of Pontiac. This land must be north of Auburn/Orchard Lake road.
- County will reconstruct Saginaw and connect north and south Saginaw
- County will make necessary upgrades to Orchard Lake/Auburn roads within 2 years
- County will demolish the existing parking garage
- County will construct a new parking garage
- County will abide by all city planning and zoning regulations
- County will work with the city to determine a land use plan for the footprint of what was the Phoenix center



CITY OF PONTIAC CITY COUNCIL

**Council Resolution to authorize the Mayor to enter into Memorandum of Agreement (MOA)
with Oakland County**

WHEREAS, Oakland County plans to purchase certain real property in downtown Pontiac, and

WHEREAS, after purchasing that property, Oakland County will inherit the remaining years of a long-term lease on the phoenix center parking garage; and

WHEREAS, Oakland County has been awarded funds from the state of Michigan to make substantial improvements to the parking in downtown Pontiac; and

WHEREAS, Oakland County and the City of Pontiac would like to work together to facilitate this historic investment in the city,

NOW THEREFORE, BE RESOLVED, City Council hereby authorizes the Mayor to execute the attached memorandum of understanding on the date that Oakland County closes on the above referenced purchase of property; and

BE IT FURTHER RESOLVED, that the City council authorizes the Mayor, in his discretion, to approve and sign any further modifications to the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT
for
THE PONTIAC REDEVELOPMENT PROJECT
between
THE COUNTY OF OAKLAND
and
THE CITY OF PONTIAC

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into as of the ____ day of _____ 2023, (“**Effective Date**”) by and between the COUNTY OF OAKLAND, a Michigan constitutional and municipal corporation, 1200 North Telegraph Road, Pontiac, MI 48341 (“**County**”) and City of Pontiac, a Michigan municipal corporation, 47450 Woodward Avenue, Pontiac, MI 48342 (“**City**”), 735 Randolph, Suite 1900 Detroit, MI 48226. In this Agreement, either County and the City may also be referred to individually as a “**Party**” or jointly as “**Parties.**”

Recitals:

WHEREAS Oakland County has been awarded a \$50,000,000.00 enhancement grant by the State of Michigan for public infrastructure purposes, that would permit the County to relocate certain county operations within the City’s downtown area at or near Woodward and Orchard Lake Roads (“**Pontiac Office Relocation Project**”); and,

WHEREAS, in connection with the Pontiac Office Relocation Project, on May 17, 2023, the County’s Economic Development & Infrastructure Committee approved an Assignment of Purchase Agreement for the purchase and lease of the following (collectively referred to as the “**Properties**”):

- a. Office building located at 51111 Woodward Avenue, Pontiac, Michigan 48342, known as Ottawa Tower 1
- b. Vacant office building located at 31 East Judson Street, Pontiac, Michigan 48342, known as Ottawa Tower II
- c. Vacant land parcels as more thoroughly described in the Purchase Agreement
- d. Assignment of Ottawa Tower I office leases
- e. Assignment of all interest in a Lease that covers the Phoenix Center Parking Structure; and

WHEREAS, the County desires to purchase the Properties for the Pontiac Office Relocation Project for \$19,200,000.00 and has completed its due diligence in connection with the purchase; and,

WHEREAS, the City is owner and lessor of the property that covers the Phoenix Center Parking Structure, and also claims certain interests in the Properties pursuant to a Memorandum of Understanding dated December 31, 2021; and,

WHEREAS, in connection with the County's historic transformational investment into the downtown area of the City, the County has requested and the City desires to transfer and convey the City's interest in the Phoenix Center Parking Structure to the County subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

- I. PURPOSE.** The purpose of this MOA is to delineate the responsibilities and obligations of the County and the City regarding the historic transformational investment by the County into the downtown area of the City (hereinafter referred to as the "**Pontiac Redevelopment Project**").
- II. PURCHASE OF PROPERTIES.** Simultaneous, or shortly thereafter, with the execution of this MOA the County expects to execute an Assignment of Purchase Agreement for certain real property and a Parking Lease Agreement. The Purchase Agreement that is subject to the Assignment of Purchase Agreement is attached as **Exhibit A** to this MOA. Exhibit A is incorporated into this MOA. The real property and lease subject to the Purchase Agreement are specifically described therein and may be collectively referred to as "Properties" or individually referred to as the following in this MOA: (1) the "Judson Building" or "Judson Property"; (2) the "Vacant Lots" comprised of five (5) distinct and separate real properties identified as Parcels 1 through 5 in the Purchase Agreement; (3) the "Ottawa I Building" or "Ottawa Tower Property"; and (4) the "Phoenix Center Parking Structure or Parking Structure" or "Ground Lease Property."
- III. PROJECT AND AGREEMENT ADMINISTRATION.** Each Party shall designate and officer or employee to serve as the contact person for the administration of the Pontiac Redevelopment Project and the terms of this MOA. For the City, the City Mayor or their successor or their written designee will serve as the City's MOA Administrator (hereinafter "**City's Representative**"). For the County, the Deputy County Executive responsible for the Economic Development Department or their successor or their written designee is the County's MOA Administrator (hereinafter "**County's Representative**"). Either Party may at any time, change the designee by written notification to the other Party with the designee's contact information.
- IV. COUNTY'S RESPONSIBILITIES. The County shall:**
 - a. Move forward with the demolition of the Phoenix Center Parking Structure within twenty-four (24) months of the final payment of all the City's outstanding debt obligations in connection with the Phoenix Center Parking Structure and conveyance of the City's title and interest in the Phoenix Center Parking Structure to the County.

- b. Move forward with the construction of a new parking structure in the Downtown Area in an amount not less than thirty million dollars (\$30,000,000.00) with spaces to accommodate not less than 864 spaces. The new parking structure shall be completed within 24 months following the demolition of the Phoenix Center Parking Structure unless otherwise extended by mutual consent of the parties.

Following construction of the new parking structure, the County agrees to set aside 20% of all parking to be used by general public. Before establishing parking rates, the Parties' representatives shall meet and confer, and agree to a parking rate structure that will take into consideration reduced rates for the general public after 5:00 pm and on weekend and holidays.

- c. Agrees to convey fee simple title by either a warranty or covenant deed to the City of all parcels that are included with the Properties acquired by the County that are located south of Judson Street, including but not limited to parcel commonly identified as 14-32-232-009 ("-009 parcel") and the parcel commonly identified as the "triangle parcel" as more fully described in **Exhibit B**, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The warranty or covenant deed set forth in this Section shall be executed and delivered to the City within 30 business days. The County shall be responsible to record the warranty deed. The foregoing shall be completed within 12 months following demolition of the Phoenix Center Parking Structure.
- d. Perform and pay for the repair and reconstruction of portions of Saginaw Street and Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Structure and/or construction of a new parking structure, including the reconnection of Saginaw Street and improvement of Auburn/Orchard Lake Road. Except as provided in this Section, this MOA does not obligate the County to repair and maintain Saginaw Street and Orchard Lake Road on a continuing basis after the County reconnects and reconstructs Saginaw Street. The County agrees to

complete the repair and reconstruction of the portions of Saginaw Street and Orchard Lake Road within 12 months following the demolition of the Phoenix Center Parking Structure and/or construction of a new parking structure.

- e. Transfer the work location of at least 500 County employees to the Judson Building. The County further agrees to maintain at least 500 County employees at the Judson Building for minimum period of 10 years from the date the first employees are relocated.
- f. Work with the City to designate Green Space that shall be utilized for public use. "Green Space" means an area of grass, trees, or other vegetation that is set apart for recreational or aesthetic purposes. In addition, the County shall work with the City to develop a Campus Plan as defined in subsection (h), which shall include Green Space north of Orchard Lake Road. The area designated for consideration of Green Space shall be all space that is not occupied by a new parking structure that is north of Orchard Lake Road and South of Water Street within the Woodward loop and must be contiguous and not divided by a road or street. The County agrees to convey to the City in fee simple title by warranty or covenant deed all such Green Space not occupied by a parking structure north of Auburn and Orchard Lake Roads. In addition, all such Green Space shall not be less than 2 contiguous acres located north of Auburn, the dimensions of which shall be no less than 226' by 390'. The parcel(s) will have direct access to Water St. and/or Saginaw St. Upon completion of the plan, Oakland County shall deed all designated Green Space including riparian, mineral, water, and air rights, to the City of Pontiac. The County's conveyance by warranty or covenant deed to City shall provide the following terms: "together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The warranty or covenant deed set forth in this Section shall be executed and delivered to the City within 30 business days. The County shall be responsible to record the warranty deed. The foregoing shall be completed within 12 months following demolition of the Phoenix Center Parking Structure.

- g. Comply with all City zoning and planning and other City ordinances in connection with the development, construction and improvements of the Properties. The foregoing includes but is not limited to the County seeking approval of all projects, including construction and demolition, in connection with the Properties acquired by the County through the City's zoning and planning process.
- h. Within 180 days following the City's full payment and extinguishment of any current outstanding debt obligations on the Phoenix Center Parking Structure, will enter into a "Campus Plan" evidenced by a development agreement with the City in connection with the Pontiac Redevelopment Project detailing the obligations of both parties set forth herein, and specifying the standards and conditions that will govern the development and uses of the Properties binding on the Parties and their successors and assigns to ensure that the project will not change during the term of the agreement. The County and the City agree to negotiate in good faith such Campus Plan.

V. CITY'S RESPONSIBILITIES. The City shall:

- a. Within 30 business days of receiving their FY 2024 enhancement grant funding extinguish and pay any current outstanding debt obligations on the Phoenix Center Parking Structure.
- b. Notwithstanding any other provision to the contrary, the County shall not be responsible for any and all Claims, (as defined below) brought against the City regarding the Phoenix Center Parking Structure that occurred or arose before August 16, 2023, however, the foregoing provision does not require the City to waive its governmental immunity as provided by law or resolve any claims the current lessee of the Phoenix Center Parking Structure may have against the City.
- c. With the approval of this MOA, the City (1) agrees to waive any and all claims by the City to the Properties and (2) rescinds the December 31, 2021 Memorandum of Understanding ("MOU") between the City and Phoenixrisingpontiac, LLC, 31 E Judson, LLC, and WDC 21, LLC by mutual agreement of the Parties to that MOU on the date of closing set forth in the Purchase Agreement or, if the MOU is not rescinded delete Section 7 of the December 31, 2021 MOU, which involves the transfer of certain real properties (Vacant Lots—Parcel 1 and Parcel 5) to the City. The MOU is attached as **Exhibit C** and is incorporated into this MOA. The City approves the conveyance of the Vacant Lots (Parcels 1 thru 5) to the County.
- d. Convey fee simple title to the Phoenix Center Parking Structure (the structure and the real property upon which the structure is located) via a covenant deed, with no reversionary rights, for the consideration set forth in "County's Responsibilities" Section V of this MOA, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements,

whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the Phoenix Center Parking Structure, (h) all fixtures, equipment and other items attached to the improvements at the Phoenix Center Parking Structure, (i) all rights of the City under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the City may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Phoenix Center Parking Structure, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Phoenix Center Parking Structure, to the extent that the same are legally assignable and (k) all future land division rights, if any. The warranty deed set forth in this Section shall be executed and delivered to the County within 30 business days of the date the current outstanding debt obligations on the Phoenix Center Parking Structure are paid and extinguished as provided for in Section V.2.a. The County shall be responsible to record the warranty deed.

- e. Coordinate and cooperate with the County to secure any potential federal, state, or local grants related to the demolition of the Phoenix Center, the construction of a new parking structure, and the repair and reconstruction of portions of Saginaw Street and Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Structure and construction of a new parking structure. Such coordination and cooperation shall be in good faith and shall not be unreasonably withheld.

VI. LIABILITY.

- a. Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this MOA.
- b. Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this MOA.
- c. Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this MOA.
- d. Neither Party shall have any right under this MOA or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- e. Performance of this MOA is a governmental function and government service. This MOA 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 MOA shall be construed as a waiver of governmental immunity.

- f. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this MOA.
- g. "Claims" as used in this MOA means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

V. GENERAL TERMS AND CONDITIONS.

- a. Neither Party shall delegate or assign any obligations or rights under this MOA without the prior written consent of the other Party, which consent shall not be unreasonably withheld. For purposes of this Section, consent for the County shall be given by the County Representative or his/her successor and consent for the City shall be given by the City Representative.
- b. In addition to the rights and remedies set forth herein, for all Claims arising from or under this MOA the Parties shall have all remedies available to it under the law, including the right to bring an action for specific performance of this MOA.
- c. Except as provided for the benefit of the Parties, this MOA 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.
- d. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this MOA shall constitute a waiver of those rights with regard to any existing or subsequent breach of this MOA. No waiver of any term, condition, or provision of this MOA, 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 MOA. No waiver by either Party shall subsequently affect its right to require strict performance of this MOA.
- e. If a court of competent jurisdiction finds a term or condition of this MOA to be illegal or invalid, then the term or condition shall be deemed severed from this MOA. All other terms, conditions, and provisions of this MOA shall remain in full force.
- f. The section and subsection numbers, captions, and any index to such sections and subsections contained in this MOA 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 MOA. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this MOA shall be deemed the appropriate plurality, gender or possession as the context requires.

- g. Notwithstanding any other term or provision of this MOA, neither City nor County shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by a Force Majeure event (as defined in this herein). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. The term "Force Majeure" means, and is limited to, the following acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government (not including the Parties).
- h. Notices given under this MOA 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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
 - i. If Notice is sent to County, it shall be addressed and sent to the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341 and the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328.
 - ii. If Notice is sent to the City, it shall be addressed and sent to the City Clerk, 47450 Woodward Avenue, Pontiac, Michigan 48342 and the City Mayor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
 - iii. Either Party may at any time, change its designee by written notification to the other Party with the designee's contact information.
- i. This MOA shall be governed, interpreted, and enforced by the laws of the State of Michigan. The Parties shall comply with all federal, state, and local laws, rules, regulations and ordinances. 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 MOA 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.

- j. All disputes arising under or relating to the interpretation, performance, or nonperformance of this MOA shall first be submitted to the City Representative and the County Representative for possible resolution. If the City Representative and the County Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this MOA for possible resolution.
- k. This MOA may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one MOA. Copies (photo, fax, or electronic) of signatures to this MOA will be deemed originals and may be relied on to the same extent as originals.
- l. This MOA represents the entire agreement and understanding between the Parties regarding the Pontiac Redevelopment Project and the Phoenix Center Parking Structure. This MOA supersedes all other oral or written agreements between the Parties regarding that subject matter. The language of this MOA shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- m. The recitals shall be considered an integral part of the Agreement.

VI. TERM AND TERMINATION, DISPUTE RESOLUTION

- a. This MOA shall commence on the date it is executed by both Parties ("Effective Date") and shall terminate when the parties enter into the Campus Plan specified in this MOA in connection with the Pontiac Redevelopment Project. However, if the closing does not occur as set forth in the Purchase Agreement, this MOA shall be null and void.
- b. Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this MOA involving or affecting the Parties may first be submitted to the respective County and City Representatives for possible resolution. The County and City Representatives may promptly meet and confer in an effort to resolve such dispute. If the County and City Representatives cannot resolve the dispute after ten (10) business days, either Party may seek relief from a court of competent jurisdiction.
- c. In the event that either Party shall materially default in the performance of its obligations set forth in this MOA, after receipt of written notice and a reasonable amount of time to cure, the other Party may seek appropriate legal action in a court of competent jurisdiction to compel compliance.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth in the opening paragraph of this Agreement.

THE COUNTY OF OAKLAND

By: _____ **Date:** _____

Printed Name: David T. Woodward, Chairperson

Title: Oakland County Board of Commissioners

THE COUNTY OF OAKLAND

By: _____ **Date:** _____

Printed Name: David Coulter

Title: Oakland County Executive

CITY OF PONTIAC

By: _____ **Date:** _____

Printed Name: Timothy Greimel

Title: Mayor of the City of Pontiac

CITY OF PONTIAC

By: _____ **Date:** _____

Printed Name:

Title:

#12

RESOLUTION

Resolution of the Pontiac City Council

PARTICIPATION AGREEMENTS IN PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE LITIGATION



Resolution Authorizing Entry of Participation Agreement in Partial Settlement of the National Prescription Opiate Litigation for Walgreens Pharmacy

At a meeting of the City Council ("Board") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on August ___, 2023, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and
seconded by _____:

WHEREAS, the City of Pontiac filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., and Walmart, and Walgreens Pharmacy ("Settling Defendants");

WHEREAS, the City of Pontiac, as a litigant and as a local government sub-division of the State of Michigan, approved participation in proposed national opioid settlements with Settling Defendants, other than Walgreens Pharmacy in April 2023; and

WHEREAS, Walgreens Pharmacy and the State of Michigan have since negotiated an additional Proposed Settlement to which the City of Pontiac is eligible to participate as a litigating local government; and

WHEREAS, the Proposed Settlement contains significant monetary relief to fund abatement and prevention strategies associated with the opioid public nuisance; including payments up to \$5.7 billion over the next 18 years, in addition to the prior settlement payments to include \$3.34 billion

over the next 13 years by Teva; up to \$2.02 billion over 7 years by Allergan; \$4.9 billion over the next ten years by CVS; and \$2.74 billion within six years by Walmart; and

WHEREAS, the Proposed Settlement with Walgreens contain significant equitable relief, including agreement by Walgreens to implement changes in how they handle opioid compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes; and

WHEREAS, the Proposed Settlement provides allocation method where 50% of the settlement proceeds are allocable to local governments.

WHEREAS, the State of Michigan has elected to participate in the settlement through a Memorandum of Understanding executed in June 2023 regarding the distribution and use of Walgreens national settlement proceeds; and

WHEREAS, the addition of the Walgreens settlement requires an Addendum to the Allergan, Teva, CVS, Walmart, and Walgreens Settlement Agreements to be executed by the City as a litigating local government to account for inclusion of all Settling Defendants; and

WHEREAS, the City of Pontiac previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, to which an Addendum was added to correct a mathematical error in allocation calculation percentages.

NOW THEREFORE, the Pontiac City Council authorizes the Mayor's Office to opt-in and consent to the terms of the opioid settlement with Walgreens Pharmacy by submitting the participation form and executing such further action as is necessary to receive the settlement funds; and

IT IS FURTHER RESOLVED, the Pontiac City Council authorizes the Mayor's Office to execute and submit the First Addendum to the Subdivision Agreement for Allocation Allergan, Teva, CVS, Walmart, and Walgreens Settlement Agreements to include Walgreens Pharmacy; and

IT IS FURTHER RESOLVED; the Pontiac City Council authorizes the Mayor's Office to execute and submit the Second Addendum to the previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement to correct the allocation percentages; and

IT IS FURTHER RESOLVED, the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

Exhibit A

Subdivision Participation and Release Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

PLEASE COMPLETE VIA DOCUSIGN

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [], 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,

oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Exhibit B

First Addendum to the Michigan State-Subdivision Agreement

**FIRST ADDENDUM TO THE MICHIGAN STATE-SUBDIVISION AGREEMENT
FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART
SETTLEMENT AGREEMENTS**

Addition of Walgreens Settlement

1. This Addendum amends the Agreement to insert Walgreens and/or the Walgreens Settlement in each appropriate location to render the Agreement equally applicable to Walgreens and the Walgreens Settlement as to the previously identified defendants and relevant settlements.
2. Specifically, this Addendum makes the following amendments:
 - a. Amend the title to read: Michigan State-Subdivision Agreement for the Allocation of Allergan, Teva, CVS, Walmart, and Walgreens Settlement Agreements
 - b. Amend paragraph I.V. to read: 'Settlements' are the Allergan, Teva, CVS, Walmart, and Walgreens national settlement agreements related to opioids and entered by the State between December 2022 and June 2023.
 - c. Amend the last sentence of paragraph II.9.c. to read: A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Allergan, Teva, CVS, Walmart, or Walgreens Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.

State of Michigan

First Addendum to the Michigan State-Subdivision Agreement for Allocation of
Teva, Allergan, CVS, Walmart, and Walgreens Settlement Agreement

By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

City of Pontiac

By: _____


NAPOLI SHKOLNIK PLLC

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Napoli Shkolnik PLLC
360 Lexington Ave.
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Tel: (212) 397-1000
Attorneys for City of Pontiac, Michigan

**MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF
ALLERGAN, TEVA, CVS, WALMART, AND WALGREENS SETTLEMENT
AGREEMENTS**

Exhibit C

Second Addendum to the Michigan State-Subdivision Agreement

**SECOND ADDENDUM TO THE MICHIGAN STATE-SUBDIVISION AGREEMENT
FOR ALLOCATION OF DISTRIBUTOR SETTLEMENT AND JANSSEN
SETTLEMENT AGREEMENT**

Correction of Mathematical Error in Final Allocation Percentages

1. This Addendum amends the Final Allocation Percentages, as stated in Exhibit A of the First Addendum to the Michigan State Subdivision Agreement for Allocation of Distributor Settlement and Janssen Settlement Agreement (as revised on June 8, 2023) to correct a mathematical error in that document. The revised Final Allocation Percentages are reflected below and "Exhibit A – Final Allocation Percentages" has been updated.
2. Any payment received by a Participating Local Government that is more than what that Participating Local Government would receive under these updated allocation percentages is not required to be repaid.
3. The parties have determined that the full amount that is reserved in the Litigating Local Government Attorney Fee Fund will not be necessary to pay Litigating Local Government Attorney Fees and that the residual amounts held in that fund may be distributed to Participating Local Governments.

If a Participating Local Government received less than what that Participating Local Government would have received under these updated allocation percentages, then the deficiency shall be paid from the residual amount in the Litigating Local Government Attorney Fee Fund. Payment shall be made before unused residual amounts in the Litigating Local Government Attorney Fee Fund are distributed back to Participating Local Governments. Any deficiency must be \$100 or more to qualify for repayment.

4. Exhibit C has been added to this Agreement, detailing which Participating Local Governments are Litigating Local Governments.

Participating Local Government	Updated Final Allocation	Previous Final Allocation
Ada Township	0.0041016955%	0.00422785540%
Adrian City	0.0318335432%	0.03281267890%
Alcona County	0.0934630120%	0.09346298170%
Alger County	0.0879526161%	0.08795258750%
Algoma Township	0.0016436045%	0.00169415850%
Allegan County	0.4327148528%	0.44602429030%
Allen Park City	0.0601942865%	0.06204574160%

**SECOND ADDENDUM TO THE MICHIGAN STATE-SUBDIVISION AGREEMENT
FOR ALLOCATION OF DISTRIBUTOR SETTLEMENT AND JANSSEN
SETTLEMENT AGREEMENT**

Participating Local Government	Updated Final Allocation	Previous Final Allocation
Newaygo County	0.5231812721%	0.52318110220%
Niles City	0.0326704621%	0.03367533970%
Niles Township	0.0120613306%	0.01243231280%
Northville Charter Township	0.0937410512%	0.09374102070%
Norton Shores City	0.0393083517%	0.04051739750%
Novi City	0.0820980636%	0.08462323470%
Oak Park City	0.0581242238%	0.05991200790%
Oakland Charter Township	0.0153661144%	0.01583874510%
Oakland County	6.0626288797%	6.06262691100%
Oceana County	0.2437642147%	0.24376413560%
Oceola Township	0.0002025038%	0.00020873250%
Ogemaw County	0.6231253016%	0.62312509920%
Ontonagon County	0.0564870884%	0.05648707010%
Orion Charter Township	0.0271426463%	0.02797749950%
Osceola County	0.2155121864%	0.21551211640%
Oscoda County	0.0549836791%	0.05667486630%
Oshtemo Charter Township	0.0069668831%	0.00718117040%
Otsego County	0.3179205988%	0.31792049560%
Ottawa County	0.8305826515%	0.85612970140%
Owosso City	0.0336270349%	0.03466133480%
Oxford Charter Township	0.0123583455%	0.01273846340%
Park Township	0.0038875457%	0.00400711880%
Pittsfield Charter Township	0.0274648217%	0.02746481280%
Plainfield Charter Township	0.0082472855%	0.00850095540%
Plymouth Charter Township	0.0346718756%	0.03573831270%
Pontiac City	0.3248499927%	0.32484988720%

State of Michigan

Second Addendum to the Michigan State-Subdivision Agreement for Allocation of
Distributor Settlement and Janssen Settlement Agreement


By: *Fadwa Hammoud*

Its: Chief Deputy Attorney General

City of Pontiac

By: _____

NAPOLI SHKOLNIK PLLC



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Napoli Shkolnik PLLC
360 Lexington Ave.
11th Floor
New York, New York 10017
Tel: (212) 397-1000
Attorneys for City of Pontiac, Michigan

**SECOND ADDENDUM: MICHIGAN STATE-SUBDIVISION AGREEMENT FOR
ALLOCATION OF DISTRIBUTOR SETTLEMENT AGREEMENT
AND JANSSEN SETTLEMENT AGREEMENT**

#13

RESOLUTION

Resolution of the Pontiac City Council



Resolution to approve Proposal 1 and Proposal 2 referendum ordinances for the November 7, 2023 General Election Ballot for electoral vote.

WHEREAS, the proposed referendum ordinances shall be submitted to the electors in the City of Pontiac in the following form:

Proposal 1

City of Pontiac Adult-Use Marihuana Business Ordinance

Shall the City of Pontiac, Oakland County, Michigan adopt

ORDINANCE NO.# 2406

An Ordinance to Allow Adult-Use Marihuana Establishments to Operate in the City of Pontiac Pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, Mcl 333.27951 et seq.; to Provide for Standards and Procedures to Permit and Regulate Adult-Use Marihuana Establishments; to Provide for the Imposition of Permit Application Fees and Renewal Fees; and to Impose Conditions for the Operation of Adult-Use Marihuana Establishments.

A full copy of the proposed Ordinance No # 2406 City of Pontiac Adult-Use Marihuana Business Ordinance is available in the City Clerk's Office during business hours for review.

Yes

☐

No

☐

Proposal 2

CITY of PONTIAC ORDINANCE No. #2407

Shall the City of Pontiac, Oakland County, Michigan adopt

An Ordinance to Amend the City of Pontiac Zoning Ordinance to Include Adult-Use Marihuana Businesses in Designated Overlay Districts and Uses to Include:

Article 2, Chapter 1, Section 2.101, Table 1 Zoning Districts, Special Purpose Zoning Districts;

Article 2, Chapter 2, Section 2.203; Section 2.204; Section 2.205; and Section 2.303, Table 2.1-Uses Permitted Within Adult-Use Marihuana Overlay Districts; and Primary Caregivers or Caregivers Use Permitted in Zoning Districts Ip-1 and M-1 by Special Exception;

Article 2, Chapter 3, Section 2.304; Section 2.305; Section 2.306; Section 2.307; Section 2.308; Section 2.309; Section 2.310; Section 2.311; Section 2.312; Section 2.313; Section 2.314, to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.403; to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.501; to Amend Table 2 Reference to Table 2.1

Article 2, Chapter 5 – Development Standards for Specific Uses to Add Sections 2.551 Adult-Use Marihuana Grower Establishments; 2.552 Adult-Use Marihuana Processor; 2.553 Adult-Use Marihuana Retailer; Social Equity Retailer; 2.554 Adult-Use Class A Microbusiness; 2.555 Adult-Use Marihuana Designated Consumption Establishment; 2.556 Adult-Use Marihuana Safety Compliance Facility; 2.557 Adult-Use Marihuana Secure Transporter; 2.558 Temporary Marihuana Event; and 2.559 Primary Caregiver or Caregiver;

Article 3, Special Purpose Zoning Districts to Add Chapter 12 – Adult-Use Marihuana Business Overlay Districts; and

Article 4, Section 2, Section 4.206; to Amend Table 2 Reference to Table 2.1

Article 4, Section 3, Section 4.303; to Amend Table 2 Reference to Table 2.1

Article 7 Definitions to Add Chapter 2 and Chapter 3, Article 7 – Definitions.

A full copy of the proposed Ordinance No # 2407 is available in the City Clerk's Office during normal business hours for review.

Yes

☐

No

☐

THEREFORE, BE IT RESOLVED: The proposed Referendum Ordinances shall be, the same is hereby ordered to be, submitted to the qualified electors of this City at the November General election in the City of Pontiac, the 7th day of November 2023 and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the Referendum Ordinances to the vote of the electors as required by law.

#14

RESOLUTION

Community Development Department

Rachel Loughrin, Director
Jack McIntyre, Code Enforcement Manager
Deborah Younger, Economic Development Manager
Mark Yandrick, Planning Manager



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO APPROVE THE OBSOLETE PROIERTY
REHABILITATION APPLICATION EXEMPTION CERTIFICATE FOR 46 N. SAGINAWHCP LLC FOR PARCEL
NUMBER 14-29-434-023 LOACATED AT 46 N. SAGINAW, PONTIAC, MI**

WHEREAS, pursuant to Obsolete Property Rehabilitation Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may approve an exemption certificate: and

WHEREAS, 46 N. Saginaw HCP LLC ("Petitioner") is the owner of that certain real property located in the City of Pontiac and legally described below (the "Property"); and

WHEREAS, Petitioner is requesting an Obsolete Property Rehabilitation Act Exemption Certificate for parcel number 14-29-434-023, located at 46 N. Saginaw St., Pontiac, MI; and

WHEREAS, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in the Obsolete Property Rehabilitation Act P.A. 146 of 2000 as amended; and

WHEREAS, construction, alternation or installation of the proposed facility has not commenced at the time of the filing the application for the obsolete property rehabilitation; and

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation Application Exemption Certificate and to give notice of such a public hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended; and

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac hereby schedules a public hearing to approve the Obsolete Property Rehabilitation Application Exemption Certificate for parcel number 14-29-434-023 at 46 N. Saginaw St., in the City of Pontiac, Oakland County, State of Michigan, such hearing to be held on August 22, 2023, at 6:00 PM; and

FURTHER RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby instructs the City Clerk to publish such public hearing notice 10 days prior to the public hearing.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Pontiac, County of Oakland, Michigan as _____ meeting held on _____.

City Clerk

#15

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: August 8th, 2023

RE: Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, 1,930,000 to account 445-451-974.001-OPDCON, 1,423,500 to account 445-000-539.000-OPDCON, and \$ 1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

The City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project. The acceptance of this award was approved through formal Council Resolution on May 2nd, 2023.

The Meadow Street Extension and Clinton River Trail Expansion Project will create a new bypass road, and other affected and related city infrastructure, that will directly or indirectly result in the City of Pontiac's acquisition of at least 40 acres of land to use for public recreation purposes.

The project will include extending Meadow Drive to connect with Opdyke Road; extending the Clinton River Trail to connect to Murphy Park; repairing Centerpointe Parkway North; and extending the Clinton River Trail to M-59.

The budget for this project is detailed below:

MI Enhancement Grant OPDCON

GL CODE Name	Account Type	GL Code	Budget Amount
State Grant	Revenue	445-000-539.000-OPDCON	7,497,100
Opdyke and Meadow Rd Construction	Expenditure	445-451-974.074-OPDCON	1,250,000
CenterPoint Construction	Expenditure	445-463-974.072-OPDCON	1,565,000
Trail Extension -Meadow and M59	Expenditure	445-451-974.001-OPDCON	1,930,000
Other Professional Services	Expenditure	445-000-539.000-OPDCON	1,423,500
Engineering Services	Expenditure	445-000-539.000-OPDCON	1,328,600



Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, 1,930,000 to account 445-451-974.001-OPDCON, 1,423,500 to account 445-000-539.000-OPDCON, and \$ 1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

WHEREAS, the City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project through the Michigan Economic Development Corporation's Enhancement Grant Program; and,

WHEREAS, the grant will allow the City to extend Meadow Drive to connect with Opdyke Road, extend Clinton River Trail to connect to Murphy Park and to M-59, and to repair the concrete on Centerpointe Parkway North; and,

WHEREAS, this grant is part of a larger strategic project to acquire at least 40 acres of land to offset the City's park deficit; and,

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, 1,930,000 to account 445-451-974.001-OPDCON, 1,423,500 to account 445-000-539.000-OPDCON, and \$ 1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

#16

RESOLUTION



OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: August 8th, 2023

RE: **Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park**

In March of 2021, President Biden signed the American Rescue Plan Act into law. This act is meant to provide aid to both state and local governments, and to promote local communities' recovery and revitalization following the impacts of COVID-19. The City of Pontiac was allocated \$37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19.

In an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program. On November 10th 2022, the Pontiac City Council unanimously approved the Executive Administration's ARPA program budget, allocating \$2,000,000 to establish a Park Revitalization Program for Community Parks. Cities with robust park systems experience stronger economies, a decrease in crime, increased property value, and protection from environmental impacts of urban landscapes. The benefit of investing in Pontiac's parks is invaluable and the public will reap those benefits by way of a stronger economy, safer neighborhoods, and a more resilient environment.

The requested budget amendment below will fund an emergency project in Beaudette Park to renovate the existing ballfields.



Council resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund(SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$2,000,000 to establish a park revitalization program for community parks, and to fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program, and;

WHEREAS, the following budget amendment reflects funding for costs associated with urgent repairs needed to ballfields at Beaudette Park, and;

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.

#17

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: July 25th, 2023

RE: Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

The City of Pontiac was awarded funding in the amount of \$12,277.50 from the Southeast Michigan Council of Governments (SEMCOG) Planning Assistance Program to fund the planning necessary for the Oakland Park Stormwater Drainage Project. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution. Budgets for the aforementioned grant awards and their corresponding accounts are below.

GL CODE Name	Account Type	GL Code	Budget Amount
Federal Grant	Revenue	101-000-532.000-OAKPSD	12,277.50
Stormwater Services	Expenditure	101-818-806.001-OAKPSD	12,277.50
Other Professional Services - Local Match	Expenditure	101-818-818.000-OAKPSD	2,722.50



Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

WHEREAS, the City of Pontiac was awarded \$12,277.50 from the Southeast Michigan Council of Governments Planning Assistance Program; and,

WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,

WHEREAS, the grant award has a match requirement of \$2,722.50; and,

WHEREAS, the term of the Agreement ends June 30th, 2024.

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$12,277.50 for grant income.

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

#18

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director, Grants and Philanthropy,

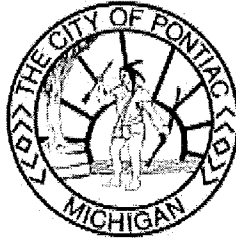
DATE: August 8th, 2023

RE: Resolution to authorize Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program 2023-2024

The City of Pontiac sought funding from the Southeast Michigan Council of Governments (SEMCOG) to engineer plans to improve stormwater drainage in Oakland Park. Having plans engineered for remediation of the drainage issues at Oakland Park prior to applying for future funding will make the City much more competitive in future applications. Oakland Park currently has severe stormwater drainage issues, making an entire section of the park unable to be utilized. Resolving this problem will be instrumental in redeveloping Oakland Park and improving the overall stormwater management for the City for Pontiac.

A copy of the grant agreement is attached for review. The following resolution will authorize the Mayor to execute the SEMCOG Planning Assistance Program Agreement 2024, and to accept the award in the amount of \$12,277.50.

Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO AUTHORIZE MAYOR TIM GREIMEL TO EXECUTE THE SEMCOG PLANNING ASSISTANCE GRANT PROGRAM AGREEMENT 2023-2024

WHEREAS, the City of Pontiac has been awarded \$12,277.50 from the SEMCOG Planning Assistance Program; and,

WHEREAS, the Southeast Michigan Council of Governments serves as the grant maker; and,

WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,

WHEREAS, the grant award has a match requirement of \$2,722.50; and,

WHEREAS, the term of the Agreement ends June 30th, 2024.

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024 in acceptance of the \$12,277.50 grant award, and to submit and execute documents requested by SEMCOG related to the grant award.

Attachment: SEMCOG Master Grant Agreement 2023-2024 and Statement of Work

PASS THROUGH AGREEMENT BETWEEN
CITY OF PONTIAC AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this __ day of July 2023 by and between CITY OF PONTIAC (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2024-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2024-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. SCOPE OF WORK: GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. MODIFICATIONS: Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. METRICS and DELIVERABLES: GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter

continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without

its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations.
- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time

of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent

to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 07/01/23 through 06/30/24 for an amount not to exceed \$15,000 as budgeted in the 2023-2024 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$15,000	\$12,277.50	\$2,722.50

Federal Award: July 1, 2023

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG24)

SEMCOG Project: Local & Public Capacity Billing (24314)

This agreement hereby certifies and guarantees that the local match of **\$2,722.50** for the Stormwater Management Planning Grant award of **\$15,000** from the SEMCOG Planning Assistance Program, which is funded in the 2023-2024 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **CITY OF PONTIAC**.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter-named authority in accordance with the 2023-2024 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Grant Recipient: **City of Pontiac**

Project Name: **Oakland Park Stormwater Drainage Project**

Narrative

Under this project the City of Pontiac will hold stakeholder engagement and development of Stormwater Drainage Plan for Oakland Park. This plan will include a review of policies and ordinances, as well as Strategy and Recommendations; Policy Recommendations; Cost Estimates and Funding Strategy; and a Final Plan.

Budget

Community Engagement	\$5,000
Plan Development	\$8,000
Plan Completion and Presentation	\$2,000
TOTAL	\$15,000

28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Executive Director

CITY OF PONTIAC

By: _____
Title: _____
Entity Identifier (DUNS#) _____

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows.

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a GRANT RECIPIENT or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT			<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
BILLING PERIOD:			Check if Final Payment <input type="checkbox"/>		JOB NO.			
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE
As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate								
PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)			TITLE			DATE/MDO		

COMMENTS:

SPECIAL NOTE: “Prime Consultant or Authorized Representative” refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

#19

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director, Grants and Philanthropy,

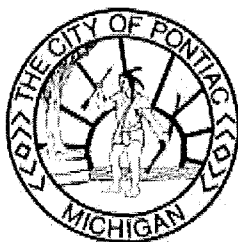
DATE: August 8, 2023

RE: **Resolution to execute the Memorandum of Understanding (MOU) in conjunction with the Oakland County Local Government Critical Infrastructure Planning Grant Program Application – Pontiac Sewer Rehabilitation Project**

The City of Pontiac was awarded \$500,000 from Oakland County from its Local Government Critical Infrastructure Planning grant program in support of the City's Storm and Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project.

The Memorandum of Understanding ("MOU") is being entered into between Oakland County, the Oakland County Water Resources Commissioner, and the City of Pontiac. The purpose of the MOU is to serve as an agreement between all parties in regard to the grant agreement, payment, reimbursement, and scope of work.

Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

CITY OF PONTIAC RESOLUTION TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) IN CONJUNCTION WITH THE OAKLAND COUNTY LOCAL GOVERNMENT CRITICAL INFRASTRUCTURE PLANNING GRANT PROGRAM APPLICATION – PONTIAC SEWER REHABILITATION PROJECT.

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

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 (“ARPA”) into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County, a Municipal and Constitutional Corporation (“County”) was allocated \$244,270,949 in Local Fiscal Recovery Fund (“LFRF”) dollars under ARPA; and,

WHEREAS, on September 29, 2021 and October 13, 2021 the Oakland County Board of Commissioner approved Miscellaneous Resolutions #21-303 and #21-382, respectively, assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan; and,

WHEREAS, on November 30, 2022, County and City entered into the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and City of Pontiac (“Grant Agreement”) pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of the LFRF funds to City.; and,

WHEREAS, pursuant to the Grant Agreement, Oakland County will distribute \$500,000 in grant funds to City with \$250,000 to be allocated for a storm sewer proposal and \$250,000 (“Sewer Project Grant Funds”) to be allocated for a sanitary sewer proposal (“Sewer Project”); and,

WHEREAS, the scope of work for the Sewer Project is detailed in the Project Summary for City of Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project (“Sewer Project Summary”) which is attached hereto as **Addendum A**; and,

WHEREAS, the County Agent has owned, operated, and maintained the Pontiac Sewage Disposal System (an authority formed under the Michigan County Public Improvement Public Act 342 of 1939) since approximately 2012; and,

WHEREAS, the County Agent, as the owner and operator of the Pontiac Sewage Disposal System, is managing the Sewer Project and has performed certain services outlined in the Sewer

Project Summary. The cost of those services has met or exceeded the cost of \$250,000; and,

WHEREAS, the City has agreed to immediately pay the County Agent \$250,000 for Sewer Project services performed by the County Agent in accordance with the Sewer Project Summary, with the understanding and intent that the City will request from the County reimbursement and payment for that amount from the Sewer Project Grant Funds; and,

WHEREAS, through this MOU, the Parties wish to memorialize their understanding and agreement of their respective roles, rights, and responsibilities regarding the Sewer Project and distribution of the Sewer Project Grant Funds.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the Memorandum of Understanding (MOU) which supports the Critical Infrastructure Planning Grant Program.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2023 by Oakland County, a Michigan County Corporation, by its County Agency, the Oakland County Water Resources Commissioner ("County Agency"), One Public Works Drive, Building #95W, Waterford, Michigan 48328 and the City of Pontiac ("City") whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342. County Agency and City may individually be referred to as a "Party" or collectively referred to as the "Parties".

RECITALS AND MUTUAL UNDERSTANDINGS

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County, a Municipal and Constitutional Corporation ("County") was allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

WHEREAS, on September 29, 2021 and October 13, 2021 the Oakland County Board of Commissioner approved Miscellaneous Resolutions #21-303 and #21-382, respectively, assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

WHEREAS, on November 30, 2022, County and City entered into the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and City of Pontiac ("Grant Agreement") pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of the LFRF funds to City.

WHEREAS, pursuant to the Grant Agreement, County will distribute \$500,000 in grant funds to City with \$250,000 to be allocated for a storm sewer proposal and \$250,000 ("Sewer Project Grant Funds") to be allocated for a sanitary sewer proposal ("Sewer Project").

WHEREAS, the scope of work for the Sewer Project is detailed in the Project Summary for City of Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project ("Sewer Project Summary") which is attached hereto as **Addendum A**.

WHEREAS, the County Agent has owned, operated, and maintained the Pontiac Sewage Disposal System (an authority formed under the Michigan County Public Improvement Public Act 342 of 1939) since approximately 2012.

WHEREAS, the County Agent, as the owner and operator of the Pontiac Sewage Disposal System, is managing the Sewer Project and has performed certain services outlined in the Sewer Project Summary. The cost of those services has met or exceeded the cost of \$250,000.

WHEREAS, the City has agreed to immediately pay the County Agent \$250,000 for Sewer Project services performed by the County Agent in accordance with the Sewer Project Summary, with the understanding and intent that the City will request from the County reimbursement and payment for that amount from the Sewer Project Grant Funds.

WHEREAS, through this MOU, the Parties wish to memorialize their understanding and agreement of their respective roles, rights, and responsibilities regarding the Sewer Project and distribution of the Sewer Project Grant Funds

NOW THEREFORE, in consideration of the foregoing Recitals and Mutual Understandings, the Parties agree to the following:

AGREEMENT

1. Payment to County Agent. The County Agent will issue an invoice to the City for Sewer Project services performed by the County Agent in accordance with the Sewer Project Summary, and City agrees to timely pay County Agent \$250,000 upon receipt of the invoice.
2. Request for Reimbursement. The City will submit the Sewer Project invoices from the County Agent to the County for reimbursement and payment from the Sewer Project Grant Funds.
3. Scope of Work. The County Agent will complete the Sewer Project and remaining work as detailed in the Project Summary for City of Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project, attached as **Addendum A**, without seeking additional payment for the same from the City.
4. Grant Conditions. The City shall be responsible for all grant conditions detailed in the Grant Agreement, including, but not limited to, grant reporting requirements. The County Agent agrees to timely cooperate in providing any information or documentation regarding the Sewer Project to the City or County as needed to demonstrate compliance with the Grant Agreement.
5. Effective Date: This MOU shall be effective upon signing.
6. General Provisions:
 - 6.1 This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
 - 6.2 This MOU may only be modified or amended by written instrument executed by the Parties, or their successors in interest.
 - 6.3 This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or

modifications concerning this instrument shall be of no force and effect. Any modification of this MOU must be in writing and must be signed by the Party to be charged.

6.4 This MOU is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this MOU is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

6.5 It is understood and agreed between the Parties 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 parties regarding the Sewer Project Grant Funds.

6.6 If any provision of this MOU, or its application to any person or circumstance, shall, to any extent be invalid or unenforceable, the remainder of this MOU shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

6.7 It is understood and agreed between the Parties that a failure, by either Party, to fulfill a condition or term set forth in this MOU, shall not result in extinguishment of the MOU rights granted herein or constitute a waiver of such term or condition.

7. Signatories. Each signatory to this MOU represents that they have the authority to enter into this MOU and that they are authorized to sign on behalf of the entity which they represent. As evidenced by their signatures hereunder, the Parties acknowledge they have read the MOU and agree to the mutual understandings as set forth herein.

**OAKLAND COUNTY,
a Michigan Corporation**

Date: _____

By: _____
JIM NASH, OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
Its: Authorized Agent

THE CITY OF PONTIAC

Date: _____

By: _____
Its: _____

Addendum A

Oakland County Local Government Critical Infrastructure Planning Grant Program Application

Name of Organization

City of Pontiac

Official Name of Entity to Receive Funding

City of Pontiac

Location**Address**

47450 Woodward Ave

Address (Line 2)**City**

Pontiac

State

Michigan

Zip Code

48342

Website

<http://www.pontiac.mi.us/>

Contact Information for the Person Requesting on Behalf of Entity**Name**

Alexandra Borngesser

Title

Grants

Organization

City of Pontiac

Email

aborngesser@pontiac.mi.us

Phone Number

248-758-3327

Address

47450 Woodward Ave

Address (Line 2)**City**

Pontiac

State

Michigan

Zip Code

48342

Name of Planned Clean Water/Drinking Water SRF Eligible Project

Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project

Brief Description/Summary

The project will include preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system as required by the Consent Judgement issued by EGLE. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City.

Has the project received approval for funding through one of the following State programs?

- ☐ Drinking Water State Revolving Fund (DWSRF)
- ☐ Clean Water State Revolving Fund (CWSRF)

Provide details of the scope of work covered under the State Revolving Fund program

The scope of work to be included in the application for the CWSRF funds includes lining of residential sanitary leads in a targeted area of the City where inflow and infiltration has been identified to exceed acceptable levels. Previous studies in the area, and a similar pilot lining project, have demonstrated that lining of residential leads reduces the peak flow rate and total volume in the sanitary sewer system by removing groundwater infiltration and surface water inflow that enters the system through old and leaky residential sewer leads. The CWSRF project will also include structural repair of sewers that have NASSCO structural level 4 or 5 defect scores.

What is the project's significance to the community/Oakland County?

The lining portion of the project will allow the community to comply with the Consent Judgement and reduce the potential for sanitary sewer overflows in the sanitary sewer collection system or at the Clinton River WRRF. It will also reduce the flow of clear water to the WRRF, thus reducing the required capacity of the facility, and costs associated with transporting and treating the clear water. The sewer portion of the project will mitigate allow for detection of problems and the mitigation of future risks.

Will the project address:

- ☒ A public health risk or source pollution
- ☒ Compliance with state, federal, or local regulations
- ☒ Significant affordability needs

Description of preliminary project planning, design, analysis, or other related work to be performed

Please see the attached Project Summary documents; a separate document has been prepared for the sanitary system and the storm sewer system. Each includes an Executive Summary, Statement of Needs, Methods and Strategies, Budget, Schedule, Contacts, and Project estimate.

Planning Grant Cost Estimate

\$500,000.00

Planning Grant Funding Requested

\$500,000.00

Firm Responsible for Completing the Work

Hubbell, Roth & Clark, Inc., Applied Science, Inc., Nowak and Fraus Engineers, and Pipeline Management.

Estimated Schedule and Completion Dates for Planning Grant Work

Work started on the CWSRF Project Plan scope in early January, which would be completed in accordance with EGLE's required FY2023 schedule and milestone dates. The remaining sewer evaluation work would be completed within 12 months of grant award.

How does completion of the project meet your infrastructure goals and the needs of your community?

It addresses the following desired outcomes:

Protect Public Health:

- * The project will reduce the potential for Sanitary Sewer Overflows and basement backups that pose a risk to public health.
- * The project will also directly reduce the potential for public health warnings for surface waters.

Preserve Natural Resources and a Healthy Environment

- * The project will reduce the potential for SSOs, which reduces the pollutant load to surface waters.
- * The work will allow the City to address part of the Consent Judgement, reduce clear water flows in the sanitary sewer collection system and at the Clinton River WRRF, and perform essential planning work to evaluate the City's sewers

Maintain Reliable, High-Quality Service

- * The project will perform essential planning work to evaluate the City's sewers. The sewer evaluation work will culminate in a 5-year Capital Improvement Plan (CIP) that prioritizes cost-effective rehabilitation to reduce the probability of and consequence of sewer failures. The 5-year CIP will assist in developing a longer, more stable rate structure that reflects the required maintenance needs.

Assure Value for Investment

- * The sewer evaluation and CIP will align with other City infrastructure projects, such as water main upgrades, lead service line replacements, and road projects. This will reduce the overall cost impacts to residents by having to only "dig once" and restore areas where there are common projects, as well as reduce the disruptive impact of multiple construction projects on the businesses and residents in the City. The project will leverage the WRC's current "Common to All" Asset Management Program to align with other infrastructure goals and priorities.

Contribute to Economic Prosperity

- * Applying for a CWSRF loan is anticipated to make the City eligible for State and Federal grants targeted to disadvantaged communities. This would allow the Infrastructure Planning Grant to be further leveraged to secure additional funding. It is important for the City of Pontiac to create and implement a coordinated plan to minimize long term costs and maximize value to the rate payers. Reducing the amount of inflow and infiltration also reduces the cost to the system associated with transport and treatment of clear water.

Acknowledge that preliminary planning activities will reasonably result in the completion of project eligible under the Clean Water State Revolving Fund or Drinking Water State Revolving Fund programs.

☒ Acknowledge (Required for Submission)

Attachments

Please attach any relevant project documents, such as:

- Executive Summary
- Statement of Needs
- Methods and Strategies
- Budget
- Schedule
- Contacts
- Project estimate from consultant/contractor

Attach Document

[Add another file](#)

Please Note: Grant funding cannot be received without commitment of matching funds and execution of agreement by local governing board/officer.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Pontiac**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pontiac ("Public Body") 47450 Woodward Avenue, Pontiac, Michigan, 48342. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **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, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Pontiac including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$500,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**. Based on this agreement \$250,000 will be allocated to the Strom Sewer proposal and \$250,000 will be allocated to the Sanitary Sewer. The fund
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 831471144
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: Funds received from this grant must be used by Dec. 31, 2026.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. PUBLIC BODY'S RESPONSIBILITIES.

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. COUNTY'S RESPONSIBILITIES.

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. PUBLIC BODY AFFIRMATIONS.

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for

the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
- e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
- f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.

- 6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
- 7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.

8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of

Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim 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 judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **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. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **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.
17. **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.
18. **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.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **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, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.
- b. If Notice is sent to Public Body, it shall be addressed to: City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan, 48342.

22. **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.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.**
- This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
 - The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Tim Greimel, City of Pontiac hereby acknowledges that he/she has been authorized by a resolution of the Pontiac City Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Tim Greimel
Mayor Tim Greimel, City of Pontiac

DATE: Aug. 31, 2022

WITNESSED: Alexandra Borngesser
Alexandra Borngesser, City of Pontiac

DATE: 9/8/22

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: David T. Woodward
David T. Woodward (Nov 30, 2022 10:22 EST)
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE David T. Woodward
E-signed 2022-11-30 10:22AM EST
woodwardd@oakgov.com



WITNESSED: JoAnn Stringfellow
JoAnn Stringfellow (Nov 30, 2022 10:52 EST)

DATE JoAnn Stringfellow
E-signed 2022-11-30 10:52AM EST
stringfellowj@oakgov.com
Oakland County eSign



Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

Oakland County Local Government Critical Infrastructure
Planning Grant Program Application

Name of Organization

City of Pontiac

Official Name of Entity to Receive Funding

City of Pontiac

Location

Address

47450 Woodward Ave

Address (Line 2)

City

Pontiac

State

Michigan

Zip Code

48342

Website

<http://www.pontiac.mi.us/>

Contact Information for the Person Requesting on Behalf of Entity

Name

Alexandra Borngesser

Title

Grants

Organization

City of Pontiac

Email

aborngesser@pontiac.mi.us

Phone Number

248-758-3327

Address

47450 Woodward Ave

Address (Line 2)

City

Pontiac

State

Michigan

Zip Code

48342

Name of Planned Clean Water/Drinking Water SRF Eligible Project

Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project

Brief Description/Summary

The project will include preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system as required by the Consent Judgement issued by EGLE. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City.

Has the project received approval for funding through one of the following State programs?

☐ Drinking Water State Revolving Fund (DWSRF)

☐ Clean Water State Revolving Fund (CWSRF)

Provide details of the scope of work covered under the State Revolving Fund program

The scope of work to be included in the application for the CWSRF funds includes lining of residential sanitary leads in a targeted area of the City where inflow and infiltration has been identified to exceed acceptable levels. Previous studies in the area, and a similar pilot lining project, have demonstrated that lining of residential leads reduces the peak flow rate and total volume in the sanitary sewer system by removing groundwater infiltration and surface water inflow that enters the system through old and leaky residential sewer leads. The CWSRF project will also include structural repair of sewers that have NASSCO structural level 4 or 5 defect scores.

What is the project's significance to the community/Oakland County?

The lining portion of the project will allow the community to comply with the Consent Judgement and reduce the potential for sanitary sewer overflows in the sanitary sewer collection system or at the Clinton River WRRF. It will also reduce the flow of clear water to the WRRF, thus reducing the required capacity of the facility, and costs associated with transporting and treating the clear water. The sewer portion of the project will mitigate allow for detection of problems and the mitigation of future risks.

Will the project address:

- ☒ A public health risk or source pollution
- ☒ Compliance with state, federal, or local regulations
- ☒ Significant affordability needs

Description of preliminary project planning, design, analysis, or other related work to be performed

Please see the attached Project Summary documents; a separate document has been prepared for the sanitary system and the storm sewer system. Each includes an Executive Summary, Statement of Needs, Methods and Strategies, Budget, Schedule, Contacts, and Project estimate.

Planning Grant Cost Estimate

\$500,000.00

Planning Grant Funding Requested

\$500,000.00

Firm Responsible for Completing the Work

Hubbell, Roth & Clark, Inc., Applied Science, Inc., Nowak and Fraus Engineers, and Pipeline Management.

Estimated Schedule and Completion Dates for Planning Grant Work

Work started on the CWSRF Project Plan scope in early January, which would be completed in accordance with EGLE's required FY2023 schedule and milestone dates. The remaining sewer evaluation work would be completed within 12 months of grant award.

How does completion of the project meet your infrastructure goals and the needs of your community?

It addresses the following desired outcomes:

Protect Public Health:

- * The project will reduce the potential for Sanitary Sewer Overflows and basement backups that pose a risk to public health.
- * The project will also directly reduce the potential for public health warnings for surface waters.

Preserve Natural Resources and a Healthy Environment

- * The project will reduce the potential for SSOs, which reduces the pollutant load to surface waters.
- * The work will allow the City to address part of the Consent Judgement, reduce clear water flows in the sanitary sewer collection system and at the Clinton River WRRF, and perform essential planning work to evaluate the City's sewers

Maintain Reliable, High-Quality Service

- * The project will perform essential planning work to evaluate the City's sewers. The sewer evaluation work will culminate in a 5-year Capital Improvement Plan (CIP) that prioritizes cost-effective rehabilitation to reduce the probability of and consequence of sewer failures. The 5-year CIP will assist in developing a longer, more stable rate structure that reflects the required maintenance needs.

Assure Value for Investment

- * The sewer evaluation and CIP will align with other City infrastructure projects, such as water main upgrades, lead service line replacements, and road projects. This will reduce the overall cost impacts to residents by having to only "dig once" and restore areas where there are common projects, as well as reduce the disruptive impact of multiple construction projects on the businesses and residents in the City. The project will leverage the WRC's current "Common to All" Asset Management Program to align with other infrastructure goals and priorities.

Contribute to Economic Prosperity

- * Applying for a CWSRF loan is anticipated to make the City eligible for State and Federal grants targeted to disadvantaged communities. This would allow the Infrastructure Planning Grant to be further leveraged to secure additional funding. It is important for the City of Pontiac to create and implement a coordinated plan to minimize long term costs and maximize value to the rate payers. Reducing the amount of inflow and infiltration also reduces the cost to the system associated with transport and treatment of clear water.

Acknowledge that preliminary planning activities will reasonably result in the completion of project eligible under the Clean Water State Revolving Fund or Drinking Water State Revolving Fund programs.

☒ Acknowledge (Required for Submission)

Attachments

Please attach any relevant project documents, such as:

- Executive Summary
- Statement of Needs
- Methods and Strategies
- Budget
- Schedule
- Contacts
- Project estimate from consultant/contractor

Attach Document

[Add another file](#)

Please Note: Grant funding cannot be received without commitment of matching funds and execution of agreement by local governing board/officer.

EXHIBIT B

None

#20

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director, Grants and Philanthropy,

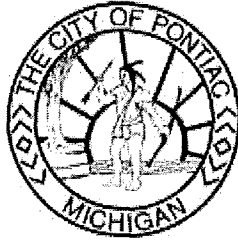
DATE: August 8, 2023

RE: **Resolution to approve the City of Pontiac's submission of the grant application titled "Murphy Park Comfort Station Renovation" to the MI Community Center Grant program from the Michigan Department of Labor & Economic Opportunity in the amount of \$2,500,000**

The City of Pontiac Department of Grants & Philanthropy kindly requests the approval of The City of Pontiac's submission of a grant application titled "Murphy Park Comfort Station Renovation" to the Michigan Community Center Grant program from the Michigan Department of Labor & Economic Opportunity in the amount of \$2,500,000. The City of Pontiac is proposing improvements to the current comfort station located in Murphy Park, classified as a Community Park in District 7.

As you are aware, the current comfort station is in need of several renovations to the current kitchen, lavatories, roof, electrical, heating and plumbing. These renovations will provide the community a clean and safe place to gather for special events as well as leisure. Updating the current facility would also allow utilization by the Youth Recreation department for their summer and winter programs. The comfort station will also be utilized in the colder months for winter recreation activities.

Resolution on Following Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE THE CITY OF PONTIAC'S SUBMISSION OF THE GRANT APPLICATION TITLED FOR "MURPHY PARK COMFORT STATION RENOVATION" TO THE MI COMMUNITY CENTER GRANT PROGRAM FROM THE MICHIGAN DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$2,500,000.

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

WHEREAS, the City of Pontiac supports the submission of an application titled, "Murphy Park Comfort Station Renovation" to the MI Community Center Grant Program; and,

WHEREAS, there are no specific matching requirements for this program; however, applicants are expected to provide in-kind matching contributions; and,

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

WHEREAS, the approved renovations will benefit the community as well as the youth recreation programs; and,

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes submission of a Michigan Department of Labor & Economic Opportunity Grant Application in the amount of \$2,500,000.

#39

COMMUNICATION

**Come share ideas about
what you'd like to see
with Mayor Greimel!**



The City of Pontiac's New Youth Recreation Center

**LISTENING SESSIONS
WITH THE MAYOR**

**Community
&
Youth**

**Free &
Open to
the Public**

**Tuesday
August 8**

**1pm to 3pm
Robert Bowens Senior Center
52 Bagley St. Pontiac, MI 48341**

**Thursday
August 10**

**6pm to 8pm
Ruth Peterson Senior Center
990 Joslyn Ave, Pontiac, MI 48340**

**Friday
August 11**

**5pm to 7pm
Pontiac City Hall Council Chambers 2nd floor
47450 Woodward Ave, Pontiac, MI 48342**

**For More Information
contact Angela Powell:**

**248-758-3031 or
apowell@pontiac.mi.us**

#40

COMMUNICATION

ROADKILL NIGHTS

POWERED BY
DODGE

ROAD CLOSURES
FRIDAY, AUGUST 11TH AT 9PM
THROUGH
SUNDAY, AUGUST 13TH AT 9AM

