Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Members from Meeting

Amendments to and approve of the agenda

Approval of the Minutes

   1. July 2, 2015

Mayor Report

Departmental Head Reports

Special Presentation

   2. 2015 Dream Cruise - Pastor Douglas Jones
   3. Glen Konopaski, PDBA

Community Announcements

Recognition of Elected Officials

Public Hearing

   4. Rental of City-owned property for the Dream Cruise, the proposed to be leased are:

Agenda Address

Agenda Items

Agreements/Contracts

   5. Report received from the City Administrator regarding Workers Compensation Insurance.
   6. Report received from the City Administrator regarding Rental of City owned property for Dream Cruise.
   7. Report received from the City Administrator regarding the proposed Zone Text amendments-retail sales (packaged alcohol beverages).
   8. Report received from the City Administrator regarding the Collier Landfill closure.
   9. Report received from the City Administrator regarding the School Liaison Officer Agreement
Applications
10. Report received from the City Administrator regarding the OPRA application 50 Wayne.

Consent Agenda

Ordinances
12. Report received from the Mayor regarding a proposed Temporary Increase to Retirees.

Public Comment

Clerk and Council Closing Comments

Adjournment
Official Proceedings
Pontiac City Council
81th Session of the Ninth Council

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, July 2, 2015 at 12:00 noon by President Patrice Waterman.

Invocation – Kermit Williams

Pledge of Allegiance

Roll Call

Members Present: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward. Mayor Waterman was present. Clerk announced a quorum.

15-201 Approval of the Agenda. Moved by Councilperson Woodward and supported by Councilperson Holland.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Motion Carried.


Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Motion Carried.

Mayor Reported

Departmental Report – Joseph Sobota, City Administrator

Special Presentation – Bret Rasegan-Oakland County Economic Development & Community Affairs

15-203 Resolution regarding the Pontiac Moving Forward Economic Recovery Strategy. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, the City Council of the City of Pontiac, Michigan, does hereby find as follows: Whereas, the City of Pontiac and the region have incurred the brunt of the economic collapse of the automotive industry including the closure of assembly plants, the loss of suppliers and support services, declining tax base and loss of jobs; and,
Whereas, as a means to mitigate the impacts of the economic downturn the City of Pontiac and Oakland County prepared Pontiac Moving Forward An Economic Recovery Strategy with grant funding provided by the U.S. Department of Commerce, Economic Development Administration; and
Whereas, the preparation of Pontiac Moving Forward was guided by a Steering Committee and informed by project advisors, a community survey, and land use and economic conditions analysis; and
Whereas, Pontiac Moving Forward identifies priority development areas and recommends that six key strategy areas be advanced by the City in partnership with other public and private stakeholders.
Now Therefore Be It Resolved, by the City Council of the City of Pontiac, Michigan, that Council hereby receives and supports the implementation of Pontiac Moving Forward an Economic Recovery Strategy.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: Carter
Resolution Adopted.

Recognition of Elected Officials – Rosie Richardson – Chairman of Pontiac Library Board
Brenda Carter – Vice President of Pontiac School Board

15-203 Report received from the City Planner regarding recommendation for a Zoning Map Amendment. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, on March 4, 2015, the Planning Commission held a public hearing and reviewed an application for a zoning map amendment of the existing commercial property at 660 W. Huron Street near the intersection of Monroe Street and Huron Street; and,
Whereas, on March 4, 2015, the Pontiac Planning Commission conditionally recommended that the commercial property at 660 W. Huron at the intersection of Huron Street and Monroe Street be rezoned; and,
Whereas, the Planning Commission conditions for the rezoning recommendation to the City Council have been met as a result of the site plan review application for 660 W. Huron Street Pontiac Auto Sales; and
Now, Therefore, Be It Resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and adopts:

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATION FOR A SPECIFIC PARCEL AT THE NORTHWEST CORNER OF WEST HURON STREET (M-59) AND MONROE STREET FOR REZONING.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Resolution Adopted.
July 2, 2015

Council scheduled a public hearing on July 9, 2015 at 5:30 for the rental of City-owned property for the 2015 Dream Cruise. Moved by Councilperson Pietila and supported by Councilperson Woodward.

Be It Resolved that the Pontiac City Council scheduled a public hearing next Thursday, July 9, 2015 at 5:30 p.m. during regular council meeting regarding the rental of City-owned property for the 2015 Dream Cruise.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward
No: Williams
Resolution Adopted.

Pro-Tem Mary Pietila was excused at 1:55 p.m.

There were 5 individuals who addressed the body during public comments.

Councilman Don Woodward was excused at 2:24 p.m.

Deputy City Clerk Sheila Grandison, Councilman Mark Holland, Councilwoman Doris Taylor-Burks, Councilman Randy Carter, Councilman Kermit Williams and President Patrice Waterman made closing comments.

President Patrice Waterman adjourned the meeting at 3:05 p.m.

SHEILA R. GRANDISON
DEPUTY CITY CLERK
AGREEMENTS/CONTRACTS
Memorandum

To: Pontiac City Council

From: Joseph M. Sobota, M.P.A., City Administrator

Date: June 29, 2015

Re: Workers Compensation Insurance

The City's insurance agent has presented the City with a quotation from the Accident Fund of Michigan, the City's current workers compensation insurer.

The workers compensation insurance is a fully-insured program. This is the third year that Pontiac is able to participate in a fully-insured program. The rate from last year to this year decreased by about $6,188. Last year, the decrease was $250. Two years ago, the Accident Fund of Michigan was the only insurance company willing to assume the City's workers compensation risk. The total cost to the City for the 2015-16 fiscal year will be $61,242.

The City has properly budgeted for this expenditure across all funds that incur personnel costs.

Coverage for both insurance programs begins July 1. In anticipation that the City Council and the TAB will approve the coverage by July 22, the Accident Fund will extend coverage to the City beginning July 1.

If your Honorable Body agrees and wishes to renew the insurance coverage, City Council is requested to pass the following resolution no later than July 9, 2015:

Whereas, the Huttenlocher Group, the City's insurance agent has presented the City with a proposal for workers compensation insurance for coverage beginning July 1, 2015; and,

Whereas, the City Administrator has reviewed the proposals and has recommended that the proposal is accepted, and has certified available funding;

Now, therefore, be it resolved, that the City Council approves the proposal from the Accident Fund of Michigan for a premium of $61,242.
**INSURER:** Accident Fund

**COVERAGE A** - Statutory Workers Compensation

**COVERAGE B** - Employers Liability Limit

- Bodily Injury by Accident: $1,000,000 Each Accident
- Bodily Injury by Disease: $1,000,000 Policy Limit
- Bodily Injury by Disease: $1,000,000 Each Employee

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<th>DESCRIPTION</th>
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Total Premium: $61,242

Note: 2014-15 Expiring Premium: $67,430
Memorandum

To: Pontiac City Council

From: Joseph M. Sobota, M.F.A., City Administrator

Date: June 30, 2015

Re: Rental of City-owned property for Dream Cruise

The Major Group, the promoter contracted by the Pontiac Downtown Business Association (PDBA) to administer the 2015 Dream Cruise, has requested to lease certain parcels from the City of Pontiac during the 2015 Woodward Dream Cruise. Each of these parcels has been rented by the organizations in previous years for the Dream Cruise.

In accordance with Section 3.113 of the City Charter, the City may not lease any real property of the City until after public notice and hearing and by resolution of the City Council.

At the meeting of July 2, I am requesting that the City Council schedule a public hearing for the meeting of July 9 on this issue, and that the proposed lease is approved at the meeting of July 9. This schedule will allow the TAB to approve the agreement at their July 22 meeting, of which the deadline for agenda items to be considered is July 10.

The proposed parcels to be leased are:

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<td>50/50 split on parking fees, after expenses</td>
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<tr>
<td>Phoenix Outlot</td>
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<tr>
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<td>14-32-231-014</td>
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</tr>
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</table>

Maps are attached.

The lease is subject to the City granting a special event permit for the Woodward Dream Cruise.

After the public hearing, if your Honorable Body agrees and wishes to lease the land identified above, City Council is requested to pass the following resolution:

*Whereas, The Major Group, LLC, on behalf of the Pontiac Downtown Business Association requested to lease land from the City of Pontiac during the 2015 Woodward Dream Cruise; and,*
Whereas, the parcels identified have previously been leased by the City for this purpose; and,

Whereas, a public hearing was held on July 9, 2015 in accordance with Section 3.113 of the City Charter;

Now, therefore, be it resolved, that the City Council approves the financial terms of the lease for the parcels identified in the request.
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into this ___ day of July, 2015 by and between the City of Pontiac, a Michigan Municipal Corporation ("City") with offices located at 47450 Woodward Avenue, Pontiac, Michigan 48342 and The Major Group, LLC ("TMG") with offices located at 33717 Woodward Ave., Suite 331, Birmingham, MI 48009.

WITNESSETH

WHEREAS, the TMG ("sponsor"), has applied for a special event permit to produce activities in Pontiac MI for the Woodward Dream Cruise; and

WHEREAS, the TMG desires to use certain City-owned parcels during the Woodward Dream Cruise during the weekend of August 14-15, 2015; and

NOW, THEREFORE, for good and valuable consideration, as set forth below, and in consideration of the mutual covenants and agreements contained herein, the City and TMG, agree as follows:

1. **Services**

   The City hereby allows the TMG to lease land from the City of Pontiac for the purpose of subleasing to other entities for display or parking during the 2015 Woodward Dream Cruise.

2. **Term**

   This Agreement shall be valid until 12:00 noon, Monday, August 17, 2015; however, this agreement shall not be effective unless the TMG receives a special event permit from the City of Pontiac for the 2015 Woodward Dream Cruise.

3. **Responsibilities of the TMG.**

   The TMG shall:

   a. Pay a fee of one hundred dollars for the use of City rights-of-way in addition to the right-of-way permit obtained from the Department of Public Works, and such rental amounts as outlined in Exhibit A. For lots used for parking, there shall not be any rent, but the City shall receive fifty percent of all parking proceeds after documented expenses. All parcels are identified in Exhibit A.

   b. Provide daily and nightly trash removal and reasonable grease removal, which includes power washing the City streets and sidewalks (if required based on use and areas) no later than 6:00 AM on the Wednesday morning following the conclusion of the Woodward Dream Cruise. If trash and grease removal does not
occur within the required period of time, the City shall have the right to clean the area and charge the sponsors the costs for cleaning. The sponsor shall be responsible for insuring that properties leased herein are clean.

c. Restore all properties and parcels to their condition before the event.

4. Responsibilities of the City
   During the term of this Agreement and in support of the TMG, the City shall:

   a. Insure that the lawn is cut on each parcel before the event.
   b. Insure that lots are free of excess debris before the event.

5. Representations and Warranties

   The parties under this Agreement hereby warrant and represent that:

   a. Each of them is free to enter into this Agreement and is available to do so and has not made and will not make any agreement or commitment, which would prevent or interfere in any manner with the full performance of its obligations hereunder.

   b. In the making or performance of this Agreement, each party has not and will not knowingly violate any laws, orders or regulations or the rights, legal or equitable, of anyone.

   c. Each party has the full ability and right to do any and all things called for by this Agreement.

   d. The agreement or permission of no other party is required to fulfill all the terms and conditions herein.

6. Notice

   All statements, notices and mailings of any nature contemplated by the parties under this Agreement shall be sufficient if sent by facsimile or mailed certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the addresses set forth below. If a party notifies the other party by the above notice of a new address, such new address shall be employed for all subsequent mailings:

   If to the City:
   City Administrator
   47450 Woodward Ave.
   Pontiac, Michigan 48342

   If to TMG:
   Brian Major, Executive Director
   33717 Woodward Ave., Suite 331
   Birmingham, Michigan 48009
7. Insurance

TMG agrees to provide all applicable insurance coverage as required by the City’s Risk Management Division, with the understanding that the City will be named as an additional insured party. By 4:30 p.m., Wednesday, August 12, TMG shall furnish the City’s Risk Management Division with Certificates of Insurance, or formal endorsements reasonably satisfactory to the City, issued by TMG insurer(s), as evidence that policies providing the required coverages, conditions and limits reasonably required by the Risk Management Division are in full force and effect. Insurance required herein shall not expire, be canceled, or materially changed without prior written notice to the City’s Risk Management Division. At a minimum, the sponsor shall obtain general liability coverage in the amount required by the special event permit.

To the fullest extent permitted by Laws and Regulations, the sponsor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the event or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from or (ii) is caused in whole or in part by any act or omission of the sponsor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the sponsor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the sponsor or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required of the sponsor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Sponsor under the terms of the contract. The Sponsor shall procure and maintain at Sponsor’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Sponsor’s proper protection in the prosecution of the work.
8. **Force Majeure**

The obligations of the parties under this Agreement shall be excused during such time as and to the extent that performance is prevented by any occurrence or actions beyond their reasonable control and not due to the intentional fault or negligence of the parties, including without limitation, the acts of the elements, riots, fire, war, and Acts of God.

9. **Assignment**

This Agreement and all the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Indemnification**

The sponsor agrees to indemnify, defend, save and hold harmless the City, and their respective officers, directors, employees, shareholders, attorneys and agents, from and against all liabilities, damages, judgments, claims, costs and expenses, including, but not limited to, reasonable attorneys’ fees incurred by the other party, as a result of or arising out of any breach of any obligation, warranty or representation in this Agreement by the other party.

11. **Severability**

In the event that any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

12. **Independent Contractor**

No agency, employment, partnership or joint venture relationship exists between the parties. Neither party is an affiliate of the other, neither party shall have the authority to act for or bind the other and neither shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship.

This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

The parties agree that no persons provided by TMG, in the performance of its obligations under this Agreement are considered to be City employees and that no rights to City benefits, retirement or personnel rules accrue to such persons. TMG shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers’ compensation, other employee benefits and all taxes and premiums appurtenant thereto.
concerning such persons, and shall save and hold the City harmless with respect thereto.
It is expressly understood that all persons employed by TMG, its subcontractors, or
agents are considered employees of those entities, and not employees of the City.

13. Execution in Counterparts

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

14. Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing
and signed by the waiving party. The failure of any party to require the performance of
any term or obligation of this Agreement, or the waiver by any party of any breach of this
Agreement, shall not prevent any subsequent enforcement of such term or obligation or
be deemed a waiver of any subsequent breach.

15. Governing Law

The terms and conditions of this Agreement shall be governed by and construed in
accordance with the laws of the State of Michigan.

16. Entire Agreement

This Agreement contains the entire agreement and understanding of the parties with
respect to the subject matter of this Agreement and supersedes all prior or
contemporaneous written or oral commitments, arrangements or understandings between
the parties with respect to such subject matter.

17. Amendments

All amendments to this Agreement must be mutually agreed upon by and between the
parties, shall be incorporated in the Agreement in writing and signed by all parties.
18. Appropriations and Approval Contingency

a. TMG recognizes and accepts that any Agreement entered into shall commence upon the first day provided and continue in full force and effect until termination in accordance with its provisions.

b. TMG recognizes and accepts that the final approval shall be granted by the Transition Advisory Board, and the City Administrator reserves the right to cancel this event and Agreement should representations made to the City are not followed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Pontiac

By: ________________________________
Title: ________________________________

The Major Group

By: ________________________________
Title: ________________________________

Exhibit A
Lots to be used during Pontiac Dream Cruise (1of 1)

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<tr>
<th>Phoenix Outlot</th>
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<th>14-29-484-010</th>
<th>50/50 split parking, after expenses</th>
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<td>Woodward/Wessen</td>
<td>14-32-233-001</td>
<td>14-32-233-002</td>
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Date: June 29, 2015

To: Honorable Mayor and City Council

From: C. James Sabo, AICP
Professional Planner

Re: Proposed Zone Text Amendments—Retail Sales (packaged alcoholic beverages)

Applicant: Request from Mayor and City Council
47450 Woodward Avenue
Pontiac, MI 48342

Property Address: None specific, variable

Re: Request to Planning Commission from Mayor and City Council for zoning text amendments creating a specific enforcement date for Specially Designated Merchant (SDM) and Specially Designated Distributor (SDD) licenses for packaged alcoholic beverage sales in the City of Pontiac issued by the State of Michigan, Liquor Control Commission.

Background:
During 2014, the Mayor and City Council were seeking a potential policy to help regulate the sale of packaged alcoholic beverages in the city.

In 2011, the City began zoning enforcement action for a retail alcoholic beverage sales vendor that operated in the City without the required Special Exception Permit approval by the Planning Commission. The enforcement was related to a first time (new) SDM license issued by the State of Michigan to a local vendor and the enforcement eventually ended in court action.

On October 16, 2014, the court upheld the City's enforcement action and the vendor was not permitted to utilize the space for retail sales of packaged alcoholic beverages. Following the court decision, the City Administrator requested that the ordinance text reflect that date for future enforcement efforts. Additionally, the Mayor and City Council requested the Planning Commission to schedule a public hearing to review proposed zoning ordinance text amendments for retail packaged alcoholic beverage sales and to provide a recommendation to the City Council for their consideration.
Proposed Zoning Text Amendments—Section 2.515 Retail Sales (packaged alcoholic beverages):

A. The property shall be located no less than 500 feet, except as provided below at paragraph “c”, from any and all: churches or similar places of worship, parks, playgrounds, daycare facility, pre- &/or K-12 schools, and

B. Not more than 2 properties upon which the retail sale of packaged alcoholic beverages is permitted shall be located within 1 mile. Any establishment meeting the criteria of subsection c, below, shall be exempt from this spacing calculation.

C. The retail sales of packaged alcoholic beverages within a grocery store or pharmacy with a useable floor area of no less than 10,000 square feet, within which no more than 20% of said usable floor area is devoted to the display, storage, or sale of packaged alcoholic beverages are exempt from the spacing requirements of subsections a and b, above.

D. Retail alcoholic beverage sales businesses that existed on or before October 16, 2014 may continue to operate legally subject to all the following conditions:

1. All such businesses shall possess a valid Certificate of Occupancy from the City of Pontiac Building Department to operate a business in Pontiac with an effective date on or before October 16, 2014

2. All such businesses shall possess a valid Specially Designated Merchant (SDM) License or Specially Designated Distributor (SDD) License from the State of Michigan Liquor Control Commission with an effective date on or before October 16, 2014

3. All such retail alcoholic beverage sales businesses shall be required to obtain and maintain a City of Pontiac business license.

4. All such retail alcoholic beverage sales businesses shall be required to pay City of Pontiac income taxes in accordance with P.A. 284 of 1964 and Municipal Code Chapter 110, Article III.

5. Failure to meet these conditions shall result in municipal code enforcement action.
Planning Commission Public Hearing
In accordance with Section 6.802 of the Zoning Ordinance and Section 103 of the Michigan Zoning Enabling Act (P.A. 110 of 2006), the Planning Commission held a public hearing on June 3, 2015 to review the proposed zoning text amendments to Sections 2.515.

At the June 3, 2015 public hearing, there were no comments from the audience.

Following the June public hearing, the Planning Commission took action to recommended approval of the proposed zoning text amendments for the sections detailed.

City Council Action Requested
The purpose of this correspondence is to request official action by City Council to approve the recommendation of the Planning Commission for proposed zoning text amendments to regulate retail sales of packaged alcoholic beverages in the City of Pontiac.

In accordance with Section 6.802(d), a resolution has been provided for City Council consideration. The Council may approve or deny the proposed amendments. If determined to be necessary, the City Council may refer the amendments back to the Planning Commission for further consideration.

ARTICLE 2 Zoning Districts and Permitted Uses, CHAPTER 5, Development Standards for Specific Uses

Whereas, on June 3, 2015, the Pontiac Planning Commission held a public hearing to consider proposed text amendments to the Zoning Ordinance; and,

Whereas, the proposed text amendments seek to create regulations to more closely control the retail sales of packaged alcoholic beverages within the City of Pontiac; and,

Whereas, the proposed text amendments for Article 2, Chapter 5, Development Standards for Specific Uses will create regulations for business licenses and certificates of occupancy for retail sales of packaged alcoholic beverages; and,

Whereas, the proposed text amendments for Article 2, Chapter 5, Development Standards for Specific Uses will create regulations for collection of income taxes related to retail sales of packaged alcoholic beverages; and,

Whereas, the Planning Commission recommends approval of the proposed zoning text amendments to regulate retail sales of packaged alcoholic beverages in the City; and,

Now, therefore, be it resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission for zoning text amendments to retail sales of alcoholic beverages and hereby adopts:

AN ORDINANCE TO AMEND SECTION 2.515 OF THE ZONING ORDINANCE REGULATING RETAIL SALES OF PACKAGED ALCOHOLIC BEVERAGES
AN ORDINANCE TO AMEND SECTION 2.515 OF THE ZONING ORDINANCE REGULATING RETAIL SALES OF PACKAGED ALCOHOLIC BEVERAGES

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendment.

Section 2.515 of the Zoning Ordinance shall be amended to read as follows:

2.515 Retail Sales (packaged alcoholic beverages)
A. The property shall be located no less than 500 feet, except as provided below at paragraph “c”, from any and all: churches or similar places of worship, parks, playgrounds, daycare facility, pre- &/or K-12 schools, and

B. Not more than 2 properties upon which the retail sale of packaged alcoholic beverages is permitted shall be located within 1 mile. Any establishment meeting the criteria of subsection c, below, shall be exempt from this spacing calculation.

C. The retail sales of packaged alcoholic beverages within a grocery store or pharmacy with a useable floor area of no less than 10,000 square feet, within which no more than 20% of said useable floor area is devoted to the display, storage, or sale of packaged alcoholic beverages are exempt from the spacing requirements of subsections a and b, above.

D. Retail alcoholic beverage sales businesses that existed on or before October 16, 2014 may continue to operate legally subject to all the following conditions:

1. All such businesses shall possess a valid Certificate of Occupancy from the City of Pontiac Building Department to operate a business in Pontiac with an effective date on or before October 16, 2014

2. All such businesses shall possess a valid Specially Designated Merchant (SDM) License or Specially Designated Distributor (SDD) License from the State of Michigan Liquor Control Commission with an effective date on or before October 16, 2014

3. All such retail alcoholic beverage sales businesses shall be required to obtain and maintain a City of Pontiac business license.
4. All such retail alcoholic beverage sales businesses shall be required to pay City of Pontiac income taxes in accordance with P.A. 284 of 1964 and Municipal Code Chapter 110, Article III.

5. Failure to meet these conditions shall result in municipal code enforcement action.

Section 2. Severability.
If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.
A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.
All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.
The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.
This Ordinance shall be effective ten days after date of adoption by the City Council and approval by the Transition Advisory Board.
Memorandum

To: Pontiac City Council
From: Joseph M. Sobota, M.P.A., City Administrator
Date: June 30, 2015
Re: Collier Road Landfill closure

The City is now prepared to move forward and officially close the Collier Road Landfill. The landfill closure process is governed by the Michigan Department of Environmental Quality (DEQ).

Pending before your Honorable Body are two documents.

The first document is a Consent Order between the City of Pontiac and the DEQ. The order, if approved by the City, commits the City to meeting certain standards and deadlines. In addition, the City is required to pay a fine in the amount of $6,000 in settlement of the DEQ's claim for civil fines arising from the violations alleged in violation notices issued from March 6, 2009 through January 10, 2014. Be advised that the City initiated the drafting of the Consent Order to address the alleged violations and to officially close the landfill.

The second document is a proposal from NTH Consultants, Ltd to implement the Consent Order. The total cost estimate for the five identified tasks is $558,900. NTH has been the City's consulting engineer on this project for over 30 years. Their knowledge is very valuable to the City. In addition, the City has a very compressed time limit to meet certain criteria in the Consent Order and needs a firm to begin work immediately. Professional services do not require competitive bidding. For these reasons, I am not recommending a competitive bid process.

Funds are available in the Sanitation Fund and these expenditures have been appropriately budgeted.

Due to the technical aspect of this process and the need to insure that your Honorable Body fully understands the ramifications to the City for noncompliance, I have asked Neil Silver, an attorney with the firm of Kecskes, Silver & Gadd, P.C., whom I have secured as special counsel in this matter and Alan Erickson of NTH Consultants, Inc. to be in attendance at the meeting of July 2 and to answer any questions that members of the City Council may have on these two issues.

After internal discussions with the DPW Director and City Engineer as well as consultation with John Clark, the City Attorney, I am recommending that your Honorable Body pass the following resolution no later than July 9, 2015:

Whereas, the City of Pontiac desires to officially close the Collier Road Landfill; and,

Whereas, the landfill closure process is governed by state regulations under the jurisdiction of the Michigan Department of Environmental Quality (DEQ); and,
Whereas, the DEQ has presented the City a Consent Order that identifies all of the standards and deadlines the City must meet to close the landfill; and,

Whereas, in order to meet the standards and deadlines in the Consent Order, the City must have a firm under contract with the expertise to execute the requirements of the Consent Order; and,

Whereas, NTH Consultants, Inc. has been used by the City for many years and has the knowledge and expertise to execute the requirements of the Consent Order; and,

Whereas, since time is of the essence, a formal bid process, though not required, is not recommended in this matter;

Whereas, the City Administrator has reviewed the Consent Order and the proposal, has recommended that both documents are accepted, and has certified available funding;

Now, therefore, be it resolved, that the City Council approves the Consent Order, OWMRP Order No. 115-15, Waste Data System Number 456441, and authorizes the City Administrator to execute the Consent Order; and,

Be it further resolved that that the City Council accepts NTH Proposal No. 62-150273 dated June 29, 2015 in the amount of $558,900.
STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION

In the matter of the administrative proceedings against City of Pontiac, doing business at Collier Road Landfill, 575 Collier Road, Pontiac, Oakland County, Michigan

Waste Data System Number 456441

_________________________________________

CONSENT ORDER

This proceeding results from allegations specified in the Violation Notices ("VNs") and Compliance Communications issued on March 6, April 21, June 3, October 7, December 15, 2009; April 6, July 2, November 30, 2010; April 12, May 23, September 16, December 20, 2011; February 14, June 18, November 19, 2012; January 9, August 26, October 31, 2013; and January 10, 2014 (Attachment 1), by the Department of Environmental Quality ("DEQ"), Office of Waste Management and Radiological Protection ("OWMRP"). The DEQ alleges that the city of Pontiac ("Respondent"), doing business at the Collier Road Landfill, located at 575 Collier Road, Pontiac, Oakland County, Michigan, is in violation of Part 115, Solid Waste Management of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Michigan Compiled Laws ("MCL") 324.101 et seq. ("NREPA"), and the administrative rules promulgated under Part 115. The Respondent and the DEQ ("Parties") agree to resolve the alleged violations set forth in the VNs by entry of this Consent Order.

I. STIPULATIONS

The Respondent and the DEQ stipulate as follows:

1.1 Pursuant to its authority under MCL 324.105 and Part 115, the DEQ promulgated administrative rules necessary to implement Part 115. These rules are set forth in the 2012 Annual Administrative Code Supplement, as amended by 2014 Michigan Register 13, R 299.4101 et seq. ("Part 115 Rules").
1.2 Pursuant to the NREPA and Executive Reorganization Order No. 2011-1, the Director of the DEQ ("Director") is the state official and the DEQ is the state agency charged with the administration and enforcement of Part 115. This Consent Order is authorized under MCL 324.11519(2).

1.3 The Respondent is a "person" as defined by MCL 324.301(g) of the NREPA.

1.4 The Respondent owns and/or operates a solid waste disposal area, which is a Type II sanitary landfill ("Disposal Area"), located at 575 Collier Road, in the city of Pontiac, Oakland County. The Respondent is a Michigan municipality.

1.5 The Disposal Area occupies approximately 90.62 acres of land. The Disposal Area consists of a pre-existing, unlined lower landfill unit licensed under 1965 PA 87, partially overlain by an upper landfill, with three (3) feet of recompacted clay between the two. On August 25, 1987, the Oakland County Circuit Court ordered the Department of Natural Resources to issue the facility a construction permit and operating license to allow overfill of 45 acres of the lower landfill. Solid Waste Disposal Area Operating License No. 9118 was issued for the Disposal Area on September 15, 2005. Attachment 2 sets forth the approximate boundaries of these areas of the Disposal Area.

1.6 The Respondent stipulates that the issuance and entry of this Consent Order is proper and acceptable. This Consent Order shall be considered a final order of the DEQ and shall become effective on the date ("Effective Date") it is signed by the Chief of the OWMRP ("Office Chief"), designee of the Director, pursuant to MCL 324.301(b) of the NREPA.

1.7 The Respondent agrees to fully and strictly comply with all provisions of Part 115, the Part 115 Rules, and all other applicable state and federal statutes.

1.8 The Respondent and the DEQ agree that the signing of this Consent Order is for settlement purposes only and does not constitute an admission by the Respondent of the allegations contained in the VNs or that the law has been violated.
1.9 On August 4, 2009, the Respondent submitted assessment and detection monitoring results in accordance with the requirements of R 299.4441(2) and (4) and the Assessment Monitoring Plan, dated August 27, 2007, as revised September 27, 2007, November 2, 2007, and March 17, 2008, and approved by the DEQ on October 20, 2008.

1.10 On March 15, 2011, the Respondent submitted a written report to the DEQ, for review and approval, titled "Response Action Subsurface Investigation" that provided the findings from the fully implemented Workplan for Subsurface Investigation contained in Appendix B of the Response Action Plan, dated August 27, 2007 as revised November 2, 2007, and March 17, 2008, and approved by the DEQ on October 20, 2008. The DEQ provided comments for the Response Action Subsurface Investigation in a letter dated October 25, 2011.

1.11 On July 23, 2012, the Respondent submitted to the DEQ, for review and approval, the document titled "Subsurface Gas Monitoring Results and Gas Vent Installation Report," prepared by NTH Consultants, Ltd., dated July 20, 2012, which documented the activities completed related to methane mitigation. This document was approved by the DEQ on November 19, 2012.

1.12 On August 10, 2012, the Respondent submitted to the DEQ, for review and approval, a memorandum with the subject "Seep Investigation," prepared by NTH Consultants, Ltd., dated July 31, 2012, as revised August 10, 2012, which documented the activities and investigation completed related to an observed leachate seep. This memorandum was approved by the DEQ on November 19, 2012.

II. COMPLIANCE PROGRAM

In order to resolve the violations alleged in the VN, the Respondent shall achieve and maintain compliance with the requirements specified below in accordance with the following schedule:

2.1 Within one hundred twenty (120) days of the Effective Date of this Order, the Respondent shall complete a remedial investigation for the Disposal Area in compliance with the conditionally-approved Remedial Investigation Work Plan dated December 21, 2012. The conditions of the approval are described in the DEQ review letters dated August 26, 2013, and January 10, 2014. The Remedial Investigation Work Plan shall meet the requirements of the conditional approval and R 299.4441(7). A work plan for installation of a well in the upper aquifer between Monitoring Well M20A and Galloway Creek shall be submitted to the DEQ for review and approval, and the well installed in accordance with the schedule contained therein and sampled in accordance with the Remedial Investigation Work Plan.

Within thirty (30) days of completion of the remedial investigation, the Respondent shall submit to the DEQ the final results and conclusions of the remedial investigation, including all data, charts, maps, aquifer and soil cross-sections, contaminant concentration contours, diagrams and other interpretive drawings in the form of a written report (Remedial Investigation Report). The information that is required to be in the Remedial Investigation Report is as follows:

a. Definition of the nature and extent of contamination at the facility.
b. Risks to public health, safety, welfare, and the environment, including the identification of any water wells and wellhead protection zones in the vicinity of the Disposal Area.
c. Relevant exposure pathways.
d. Amount, concentration, hazardous properties, environmental fate, and mobility for all hazardous substances present.
e. Definition of the physical setting of the facility including the geology, hydrogeology, hydrologic gradients and proximity to surface water, floodplains, and wetlands.
f. Current and potential groundwater use.
g. Source identification and evaluation.

h. The extent to which natural or human-made barriers currently contain the hazardous substances and the adequacy of the barriers.

i. The extent to which hazardous substances have migrated or are expected to migrate from the area of release, including the potential for hazardous substances to migrate along preferential pathways.

j. An evaluation of injury to, destruction of, or loss of natural resources related to the release.

k. Contribution of the hazardous substances at the Disposal Area to contamination of the air, land, or water.

l. Legally applicable or relevant and appropriate state and federal requirements.

m. Sampling design and rationale for parameter selection.

n. A description of monitoring well construction.

o. Sample collection and preparation procedures.

p. Identification of the laboratory or laboratories responsible for sample analysis.

q. Laboratory methods used to generate all remedial investigation data and quality assurance and quality control data that document the accuracy and precision of the reported data.

2.2 Within sixty (60) days of written receipt of the DEQ’s review comments on the Remedial Investigation Report, the Respondent shall submit to the DEQ, for review and approval, an Interim Response Work Plan ("IRWP") that describes actions that will be taken to control the source of contamination. At a minimum, the IRWP shall include the following:

a. A description of the purpose and scope of the plan, including identification of the land use-based cleanup criteria that the plan is designed to meet.

b. Characterization of the known nature and extent of contamination

c. An evaluation of relevant pathways, risks, and conditions.

d. An evaluation of the proposed response activities for each relevant pathway.

e. A schedule and details for implementation

f. A program to monitor and evaluate the effectiveness of the interim response and submit the results to the DEQ.
g. A proposed method for evaluating the effectiveness of the interim response to control the source throughout postclosure and act as the final remedy. The IRWP shall propose a schedule to complete the evaluation and submit the results of the evaluation in a report ("Interim Response Evaluation Report") to the DEQ for review and approval.

h. Provision for further investigation and contingency measures based on the results of the interim response evaluation.

Upon approval by the DEQ, the Respondent shall implement the IRWP in accordance with the schedule contained therein. The Respondent shall submit the final results and conclusions of the Interim Response Evaluation Report in accordance with the approved schedule.

2.3 If the remedial investigation conducted in accordance with Section 2.1 fails to delineate the horizontal and vertical extent of contamination attributable to the Disposal Area or the interim response conducted in accordance with Section 2.2 does not prove effective as a final remedy, the Respondent shall develop and implement a Phase II remedial investigation and, if needed, a feasibility study and remedial action plan. If applicable, a complete and technically adequate work plan for a Phase II remedial investigation ("Phase II Remedial Investigation Work Plan") shall be submitted to the DEQ within sixty (60) days of the DEQ's notification that the Phase II Remedial Investigation Work Plan is necessary. Upon approval by the DEQ, the Respondent shall implement the Phase II Remedial Investigation Work Plan in accordance with the schedule contained therein. The Respondent shall submit final results and conclusions of the Phase II remedial investigation in the form of a written report ("Phase II Remedial Investigation Report") within thirty (30) days of completion of the Phase II Remedial Investigation.

2.4 If the Phase II remedial investigation conducted pursuant to Paragraph 2.3 of this Consent Order verifies and/or reveals contamination above applicable criteria established pursuant to Part 201 and indicates that the Disposal Area is the probable cause of the contamination, or the results of the Interim Response Evaluation Report indicate that the interim response is inadequate as a final remedy, the Respondent shall submit to the DEQ, a feasibility study ("Feasibility Study") consistent with the requirements of R 299.4443, in which alternative final remedies for the Disposal Area
are developed and evaluated consistent with the remedial investigation. The Feasibility Study shall be submitted within ninety (90) days of written approval of the Phase II Remedial Investigation Report required by Paragraph 2.3, or within ninety (90) days of the DEQ's notification following review of the Interim Response Evaluation Report. In addition, the Feasibility Study shall identify the final remedial action proposed by the Respondent and provide an explanation of how that action will meet the applicable cleanup criteria of Part 201 and the associated Part 201 Rules.

2.5 Within ninety (90) days of receipt of DEQ written approval of the Feasibility Study, or within ninety (90) days of DEQ written approval that the Interim Response Evaluation Report demonstrates the interim response may be considered the final remedy, the Respondent shall submit to the DEQ, for review and approval, a complete and technically adequate remedial action plan ("Remedial Action Plan") for the Disposal Area, including required necessary financial assurance and a detailed schedule for implementation, and prepared in accordance with R 299.4444 to implement the final remedial action selected for the Disposal Area as approved by the DEQ. The Remedial Action Plan shall be consistent with the results of the remedial investigation(s) and any other monitoring data collected, reports submitted, and/or investigations conducted prior to submittal of the Remedial Action Plan. The Remedial Action Plan, when implemented, shall comply with the applicable cleanup criteria of Part 201 and the Part 201 Rules and, upon approval of the plan by the DEQ, the Respondent shall implement the approved Remedial Action Plan in accordance with the schedule contained therein. Upon selection and approval of the remedy, the Respondent shall submit to the DEQ, for review and approval, the appropriate corrective action cost estimate form.

2.6 The Respondent shall, within sixty (60) days of the Effective Date of this Consent Order, submit to the DEQ, for review and approval, a revised postclosure plan ("Postclosure Plan"). At a minimum, the Postclosure Plan shall include:

a. Provisions for monthly inspections for leachate outbreaks in those areas identified in the VNIs for at least one (1) year following DEQ approval of the Postclosure Plan. These inspections are in addition to routine final cover
inspection and maintenance. The Respondent may request a reduction in the frequency of inspections to quarterly following one (1) year without violation.

b. Provisions for proposed methods to be utilized within specified timeframes to address leachate outbreaks.

2.7 Upon entry of the Consent Order, the closure certification titled “Construction Certification, Collier Road Landfill Final Closure,” dated March 21, 2008, and prepared by NTH Consultants, Ltd., shall be deemed approved by the DEQ, and the thirty (30) year post-closure period shall begin.

2.8 Upon entry of the Consent Order, the Respondent shall submit to the DEQ, for review and approval, updated financial assurance forms with a request to reduce the Disposal Area’s financial assurances pursuant to MCL 324.11523(7). Upon conditional approval of the request, the Respondent shall be allowed to use the funds that exceed the post-closure care financial obligation to pay for remedial activities required by the Consent Order as follows:

a. The Respondent will allow the DEQ to cash Certificate of Deposit Account Number 63004534030582 pursuant to MCL 324.11523(4) and to deposit all monies into the Respondent’s Perpetual Care Fund (“PCF”) Account Number 710058. After the remedial activities are completed, the Respondent may submit a request to the DEQ for the release of any funds remaining in the PCF that exceed the required postclosure care financial assurance requirements; however, the balance of the PCF shall not be reduced below its current value of $1,405,539.09 as of September 30, 2014.

b. The Respondent will submit detailed documentation to the DEQ, for review and approval, that describes the work that will be performed by a vendor pursuant to the remedial activities described in the Consent Order and provide a cost estimate of the work.

c. The documentation shall contain a schedule for completion of the work and the cost estimate should itemize the work to be performed with unit prices as appropriate. A copy of the signed cost estimate quote from the vendor shall be
included with the documentation, as well as other pertinent information deemed necessary by the Respondent or the DEQ.

d. Upon completion of the tasks, the Respondent shall submit an original invoice from the vendor, as well as a description of approved work performed, and a request for disbursement from the PCF to the DEQ for review and approval.

e. Upon approval of the Respondent’s documentation, the DEQ will approve the request for disbursement and forward such to the custodian of the Disposal Area’s PCF, who disburses the funds to the vendor for work performed for the Respondent.

f. The Respondent must have approved corrective action financial assurance in place prior to requesting any reduction in post-closure cost estimates under MCL 324.11523a(5)(c).

III. DEQ APPROVAL OF SUBMITTALS

3.1 For any work plan, proposal, or other document, excluding applications for permits or licenses, that are required by this Consent Order to be submitted to the DEQ by the Respondent, the following process and terms of approval shall apply.

3.2 To be approved by the DEQ, any work plan, proposal, or other document required to be submitted by this Consent Order shall include all of the information required by the applicable statute and/or rule and all of the information required by the applicable paragraph(s) of this Consent Order.

3.3 The DEQ may approve, disapprove, or approve with specific modifications, the required work plan, proposal, or other document. Upon DEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document shall be incorporated by reference into this Consent Order and shall be enforceable in accordance with the provisions of this Consent Order.

3.4 In the event the DEQ disapproves a work plan, proposal, or other document, it shall notify the Respondent, in writing, of the specific reasons for such disapproval. The
Respondent shall submit, within thirty (30) days of receipt of such disapproval, a revised work plan, proposal, or other document that adequately addresses the reasons for the DEQ's disapproval.

3.5 In the event the DEQ approves with specific modifications, a work plan, proposal, or other document, it shall notify the Respondent, in writing, of the specific modifications required to be made to such work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The DEQ may require the Respondent to submit, prior to implementation and within thirty (30) days of receipt of such approval with specific modifications, a revised work plan, proposal, or other document that adequately addresses such modifications.

3.6 A finding of approval or approval with modification of a submission shall not be construed to mean that the DEQ concurs with any of the conclusions, methods, or statements in the submission or warrants that the submission comports with law.

3.7 Failure by the Respondent to submit an approvable work plan, proposal, or other document within the applicable time period specified above shall subject the Respondent to the enforcement provisions of this Consent Order including, but not limited to, the stipulated penalty provisions commencing on the date the revised work plan, proposal, or other document was due and accumulating until an approvable work plan, proposal, or other document is submitted.

3.8 Any delays caused by the Respondent's failure to submit an approvable work plan, proposal, or other document when due shall in no way affect or alter the Respondent's responsibility to comply with any other deadline(s) specified in this Consent Order.

3.9 No informal advice, guidance, suggestions, or comments by staff of the DEQ regarding reports, work plans, proposals, plans, specifications, schedules, or any other writing submitted by the Respondent will be construed as relieving the Respondent of its obligation to obtain written approval of the DEQ if and when required by this Consent Order.
IV. MODIFICATIONS AND EXTENSIONS

4.1 At the request of the Respondent, a work plan, proposal, or other document approved or approved with specific modifications by the DEQ, with the exclusion of the specified deadlines set forth in Section II, Compliance Program, of this Consent Order, may be modified by the OWMRP District Supervisor ("District Supervisor").

4.2 Subject to paragraph 4.3, the Respondent and the DEQ agree that the Office Chief may, but in no circumstances is obligated to, grant the Respondent an extension of the specified deadlines set forth in this Consent Order. Any extension shall be preceded by a timely written request, received by the DEQ no later than ten (10) business days prior to the pertinent deadline, which shall include:

a. An identification of the specific deadline(s) of this Consent Order that will not be met.

b. A detailed description of what will prevent the Respondent from meeting the deadline(s).

c. A description of the measures the Respondent has taken and/or intends to take to meet the required deadline(s).

d. The length of the extension requested and the specific date(s) on which the obligation(s) will be met.

4.3 The Office Chief shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.

4.4 Any extension of the specified deadlines or other modifications and amendments of this Consent Order shall require a formal written amendment of this Consent Order, shall be signed by the Parties, shall have as their effective date the date on which they are signed by the Office Chief, and shall be incorporated into and become an enforceable part of this Consent Order.
V. REPORTING

5.1 The Respondent shall submit all items required in Section II, Compliance Program, to the District Supervisor, OWMRP, DEQ, 27700 Donald Court, Warren, Michigan 48092, unless specifically directed otherwise within this Consent Order. The cover letter with each submittal shall identify the specific paragraph and requirement of this Consent Order that the submittal is intended to satisfy. If the address of the District Supervisor changes, the Respondent will be notified and shall make all subsequent submittals to any new address of which they are notified.

5.2 The Respondent shall verbally report any violation(s) of the terms and conditions of this Consent Order to the District Supervisor by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five (5) business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), the precise cause or causes of the violation(s), a detailed description of any action(s) taken or proposed to correct the violation(s), and a schedule for the implementation of any proposed corrective action(s). The Respondent shall report any anticipated violation(s) of this Consent Order to the District Supervisor in advance of the relevant deadlines, whenever possible.

VI. RETENTION OF RECORDS

6.1 Upon request by an authorized representative of the DEQ, the Respondent shall make available to the DEQ all records, plans, logs, and other documents required to be maintained under this Consent Order, or pursuant to Part 115 and the Part 115 Rules. All such documents shall be retained at the Disposal Area for at least a period of three (3) years from the date of generation of the record unless a longer period of record retention is required by Part 115 and the Part 115 Rules.

VII. RIGHT OF ENTRY

7.1 The Respondent shall allow any authorized representative or contractor of the DEQ, upon presentation of proper credentials, to enter upon the premises of the Disposal
Area at all reasonable times for the purpose of monitoring compliance with the provisions of this Consent Order. This paragraph in no way limits the authority of the DEQ to conduct tests and inspections pursuant to the NREPA and its rules or any other applicable statutory provision.

VIII. FINES, COSTS, AND PENALTIES

8.1 Within thirty (30) days of the Effective Date of this Consent Order, the Respondent shall pay the sum of $5,000 to the State of Michigan in settlement of the DEQ's claim for civil fines arising from the violations alleged in the VN.

8.2 For each failure to comply with the provisions of Section II, Compliance Program, of this Consent Order, the Respondent shall pay to the State of Michigan stipulated penalties in an amount of $200 per violation per day for one (1) through seven (7) days of violation; $300 per violation per day for eight (8) through fourteen (14) days of violation; and $500 per violation per day for each day of violation thereafter. Stipulated penalties shall be paid within thirty (30) days after receiving a written demand made by the DEQ.

8.3 To ensure timely payment of any civil fines, penalties, and costs due under this Consent Order, the Respondent shall pay an interest penalty to the State of Michigan each time the Respondent fails to make a complete or timely payment. This interest penalty shall be based on the rate set forth at Section 6013(6) of the Revised Judicature Act, 1961 PA 236, as amended, MCL 600.6013(6), using the full increment of amount due as principal and calculated from the due date for the payment until the delinquent payment is finally made in full.

8.4 The Respondent shall make all payments required under this Section by check made payable to the "State of Michigan" and mailed to the Accounting Services Division, Cashier's Office for DEQ, P.O. Box 30657, Lansing, Michigan 48909–8157, or hand delivered to the Accounting Services Division, Cashier's Office for DEQ, 1st Floor, Van Wagoner Building, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Consent Order shall reference the "Payment Identification Number RMD40022" on the front of the check and/or in the cover letter with the payment.
8.5 The Respondent agrees not to contest the legality of the civil fine or the costs of surveillance and enforcement paid pursuant to this Section. The Respondent further agrees not to contest the legality of any stipulated penalties or interest penalties assessed, pursuant to this Section, but reserves the right to dispute the factual basis upon which a demand by the DEQ for stipulated penalties or interest penalties is made.

8.6 Liability for or payment of stipulated penalties pursuant to this Consent Order shall not preclude the State of Michigan from seeking injunctive relief or other relief for the Respondent's failure to comply with the requirements of this Consent Order and/or any permit(s) or license(s) required to comply with this Consent Order.

IX. DISPUTE RESOLUTION

9.1 Unless otherwise provided in this Consent Order, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Order and shall apply to all provisions of this Consent Order. However, the procedures set forth in this Section shall not apply to actions by the State of Michigan to enforce obligations of the Respondent that have not been disputed in accordance with this Section. Engagement of a dispute resolution between the Parties shall not be cause for the Respondent to delay the performance of any compliance requirements or response activity.

9.2 Any dispute that arises under this Consent Order shall in the first instance be the subject of informal negotiations between the Parties. The period of negotiations shall not exceed twenty (20) days from the date of written notice by any Party that a dispute has arisen, unless the time period for negotiations is modified by written agreement between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. If agreement cannot be reached on any issue within this twenty- (20-) day period, the DEQ shall provide a written statement of its decision to the Respondent and, in the absence of initiation of formal dispute resolution by the Respondent under Paragraph 9.3, the DEQ position, as outlined in its written statement of decision, shall be binding on the Parties.
9.3 If the Respondent and the DEQ cannot informally resolve a dispute under Paragraph 9.2, the Respondent may initiate formal dispute resolution by requesting a review of the disputed issues by the Office Chief. This written request shall be filed with the Office Chief within fifteen (15) days of the Respondent’s receipt of the DEQ’s statement of decision that is issued at the conclusion of the informal dispute resolution procedure set forth in Paragraph 9.2. The Respondent’s request shall state the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which the Respondent bases its position. Within fourteen (14) days of the Office Chief’s receipt of the Respondent’s request for a review of disputed issues, the Office Chief will provide a written statement of decision to the Respondent, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting her/his position; and all supporting documentation relied upon by the Office Chief’s review of the disputed issues. The Office Chief’s review of the disputed issues may be extended by written agreement of the Parties.

9.4 The written statement of the Office Chief issued under Paragraph 9.3 shall be binding on the Parties unless, within fifteen (15) days after receipt of DEQ’s written statement of decision, the Respondent files a petition for judicial review in a court of competent jurisdiction that shall set forth a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute shall be resolved to ensure orderly implementation of this Consent Order. Nothing in this Consent Order affects the limitations on the timing of judicial review of the DEQ decision regarding the selection, extent, or adequacy of any response activity as provided for in Part 201.

9.5 An administrative record of the dispute shall be maintained by the DEQ. The administrative record shall include all of the information provided by Respondent pursuant to Paragraph 9.3, as well as any other documents relied upon by the DEQ in making its final decision pursuant to Paragraph 9.3. Where appropriate, the DEQ shall allow submission of supplemental statements of position by the Parties to the dispute.
9.6 In proceeding on any dispute, the Respondent shall have the burden of demonstrating on the administrative record that the position of the DEQ is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute initiated by the Respondent, the Respondent shall bear the burden of persuasion on factual issues.

9.7 Notwithstanding the invocation of dispute resolution proceedings, stipulated penalties shall accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Order, but payment shall be stayed pending resolution of the dispute. Stipulated penalties shall be paid within thirty (30) days after the resolution of the dispute. The Respondent shall pay that portion of a demand for payment of stipulated penalties that is not subject to dispute resolution procedures in accordance with and in the manner provided in Section VIII, Fines, Costs, and Penalties.

X. FORCE MAJEURE

10.1 The Respondent shall perform the requirements of this Consent Order within the time limits established herein unless performance is prevented or delayed by events, which constitute a “Force Majeure.” Any delay in the performance attributable to a “Force Majeure” shall not be deemed a violation of the Respondent’s obligations under this Consent Order in accordance with this Section.

10.2 For the purpose of this Consent Order, “Force Majeure” means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of the Respondent, such as: an Act of God, untimely review of permit applications or submissions by the DEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by the Respondent’s diligence and that delay the performance of an obligation under this Consent Order. “Force Majeure” does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of the Respondent’s actions or omissions.

10.3 The Respondent shall notify the DEQ, by telephone, within forty-eight (48) hours of discovering any event that causes a delay in its compliance with any provision of this Consent Order. Verbal notice shall be followed by written notice within ten (10) calendar
days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by the Respondent to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay.

10.4 Failure of the Respondent to comply with the notice requirements of Paragraph 10.3, above; shall render this Section void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 10.3.

10.5 If the Parties to this Consent Order agree that the delay or anticipated delay was beyond the control of the Respondent, this may be so stipulated and the Parties to this Consent Order may agree upon an appropriate modification of this Consent Order. If the Parties to this Consent Order are unable to reach such agreement, the dispute shall be resolved in accordance with Section IX, Dispute Resolution, of this Consent Order. The burden of proving that any delay was beyond the reasonable control of the Respondent, and that all the requirements of this Section have been met by the Respondent, is on the Respondent.

10.6 An extension of any given compliance date based upon a particular incident does not necessarily mean that the Respondent qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XI. GENERAL PROVISIONS

11.1 With respect to any violations not specifically addressed and resolved by this Consent Order, the DEQ reserves the right to pursue any other remedies to which it is entitled for any failure on the part of the Respondent to comply with the requirements of any state or federal law, including the NREPA and its rules.

11.2 Execution of the schedule contained in this Consent Order shall not be construed to waive, estop, or otherwise diminish the DEQ's right to seek or impose civil liability upon, and seek appropriate relief from, the Respondent for degradation of waters of the State.
and the designated uses thereof arising out of the failure of the Respondent to achieve a proper cleanup pursuant to this Consent Order.

11.3 This Consent Order does not constitute a warranty or representation of any kind by the DEQ that the response activities performed in accordance with this Consent Order or DEQ-approved work plans will result in the achievement of the remedial criteria established by law, or that the response activities will assure protection of public health, safety, or the environment.

11.4 This Consent Order in no way affects the Respondent’s responsibility to comply with any other applicable local, state, or federal laws or regulations including, without limitation, any corrective action or similar requirements applicable to the Disposal Area pursuant to the NREPA and its rules.

11.5 Nothing in this Consent Order is or shall be considered to affect any liability the Respondent may have for natural resources damages caused by the Respondent’s ownership and/or operation of the Disposal Area. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

11.6 The Parties agree that the terms and conditions of this Consent Order will be enforceable in circuit court. The Parties further agree that the appropriate venue for the enforcement of this Consent Order shall be the Circuit Court for Oakland County or Ingham County, State of Michigan, which courts shall also be appropriate for dispute resolution.

11.7 If any provision or authority of this Consent Order or the application of this Consent Order to any Party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other Parties or circumstances and the remainder of the Consent Order shall remain in force and shall not be affected thereby.

11.8 The provisions of this Consent Order shall be binding on the Respondent, the DEQ, and their successors and assigns. The Respondent shall give notice of this Consent Order to any prospective successor in interest prior to transfer of ownership of the Disposal
Area property or any portion thereof and shall notify the DEQ of such proposed sale or transfer.

XII. TERMINATION

12.1 This Consent Order shall remain in full force and effect until expressly terminated by a written Notice of Termination issued by the Office Chief. The Respondent may request that the Office Chief issue a written Notice of Termination at any time after achieving full compliance with this Consent Order. Such a request shall consist of a written certification that the Respondent has fully complied with all of the requirements of this Consent Order and has made payment of any fines, penalties, and costs required under this Consent Order. Specifically, this certification shall include:

a. The date of compliance with each provision of the Compliance Program in Section II of this Consent Order and the date any fines, penalties, or costs were paid;

b. a statement that all required information has been reported to the District Supervisor;

c. confirmation that all records required to be maintained pursuant to this Consent Order are being maintained at the Disposal Area; and

d. additional relevant information requested by the Office Chief.

12.2 The Office Chief shall issue a written Notice of Termination unless the DEQ determines that the Respondent has not submitted the certification required under this Section, has failed to submit the information specifically requested by the Office Chief, or has failed to comply with, or complete, all of the requirements of this Consent Order.
XIV. SIGNATORIES

The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Consent Order to comply by consent and to EXECUTE and LEGALLY BIND that party to it.

CITY OF PONTIAC

By: ____________________________

City Administrator/Mayor

Date: ____________________________

DEPARTMENT OF ENVIRONMENTAL QUALITY

Dan Wyant
Director

By: ____________________________

Bryce Feighner, P.E., Chief
Office of Waste Management and Radiological Protection

Date: ____________________________

APPROVED AS TO FORM:

Bill Schuette
Attorney General

______________________________
Richard S. Kuhl (P42042)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Department of Attorney General
P.O. Box 30755
Lansing, Michigan 48909

Date: ____________________________
June 29, 2015

RE: Proposal & Fee Estimate for Consent Order Activities
    Collier Road Landfill
    Pontiac, Michigan

Dear Mr. Balint:

NTH Consultants, Ltd. (NTH) is pleased to provide this proposal for additional engineering and environmental services related to the City of Pontiac’s Collier Road Landfill. Specifically, this proposal includes the groundwater investigation and remediation activities included in the Consent Order that has recently been negotiated with the Michigan Department of Environmental Quality (MDEQ).

The Consent Order includes specific tasks to investigate and address apparent groundwater quality impacts and possible leachate/surface water outbreaks near the toe of the landfill slope. Resolution of these issues will then lead to the MDEQ approving the final closure of the landfill, which will allow the City to access a portion of the dedicated financial assurance (FA) funds to implement the required measures without expending the City’s general fund.

The following sections provide a brief description of each of the major tasks included in the Consent Order, along with our fee estimate to complete these tasks. Additional details of our fee estimates are provided on the attached Project Fee Estimating Sheet, including staff hours, expenses, and subcontractor costs.

Task 1 – Additional Off-Site Groundwater Investigation

NTH previously conducted a groundwater investigation for the City, which included installing additional monitoring wells in areas of apparent groundwater impacts in both the upper and lower aquifers at the site, along with one off-site monitoring well to investigate groundwater quality in the upper aquifer south of the site. The results of that investigation were presented in the report titled Response Action Subsurface Investigation, dated March 15, 2011. We also prepared a Work Plan for additional remedial investigation, which was included as part of a submittal to the MDEQ dated December 21, 2012. As described in that Work Plan, one additional off-site monitoring well in the lower aquifer was proposed, located southeast of the site along the right-of-way of Collier Road. The purpose of this well is to develop information on the possible extent of off-site groundwater impacts in the lower aquifer.

As described in the MDEQ’s summary letter (1/10/14), in our discussions with Ms. Garver, she suggested installing two additional off-site monitoring wells in the lower aquifer, one near existing shallow well P-103 and one along Highwood Road. In addition, more on-site investigation of groundwater quality in the upper aquifer may be needed outside the slurry wall
along the east side of the landfill. As included in our 2012 Work Plan, the additional remedial investigation would also include re-sampling a selected sub-set of existing on-site monitoring wells, evaluating the hydrogeologic conditions in the areas investigated, and developing conclusions regarding the extent and potential migration of contaminants associated with the landfill in groundwater downgradient of the site.

On the basis of the above proposed scope of work, our fee estimate for the additional remedial investigation is follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>ESTIMATED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Set-Up (Plan preparation, utility clearance, traffic control)</td>
<td>$11,300</td>
</tr>
<tr>
<td>Field Investigation Engineering Services</td>
<td>$21,400</td>
</tr>
<tr>
<td>Drilling Subcontractor</td>
<td>$23,000</td>
</tr>
<tr>
<td>Laboratory Services</td>
<td>$3,500</td>
</tr>
<tr>
<td>Surveyor</td>
<td>$3,500</td>
</tr>
<tr>
<td>Data Evaluation &amp; Report</td>
<td>$20,700</td>
</tr>
<tr>
<td>Project Administration &amp; MDEQ Meeting</td>
<td>$7,900</td>
</tr>
<tr>
<td><strong>TASK ESTIMATED FEE</strong></td>
<td><strong>$91,300</strong></td>
</tr>
</tbody>
</table>

Task 2 – Interim Response Work Plan

In compliance with the Consent Order, we will prepare an Interim Response Work Plan (IRWP) to describe the proposed actions to be taken to control the source of groundwater contamination. In concept, the proposed actions will essentially entail the leachate control measures that are spelled out below in Task 3, along with any other practical actions that may be warranted based on the findings from the off-site groundwater investigation. The IRWP will identify the relevant contamination exposure pathways and cleanup criteria, along with the proposed measures to address each of these pathways. A schedule for implementation of the proposed measures will be developed along with a program to monitor and evaluate the effectiveness of these measures. Finally, potential contingency actions will be described in the event that the proposed interim response measures are determined to be not effective.

Our fee estimate for the IRWP is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>ESTIMATED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pathway Identification &amp; Risk Assessment</td>
<td>$14,600</td>
</tr>
<tr>
<td>Written Work Plan (draft &amp; final)</td>
<td>$4,700</td>
</tr>
<tr>
<td>Project Management</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>TASK ESTIMATED FEE</strong></td>
<td><strong>$20,300</strong></td>
</tr>
</tbody>
</table>

Task 3 – Leachate Control System on East Side of Landfill

Although the soil-bentonite slurry wall and underdrain system, which has been in place since 1985, generally continues to be effective in mitigating potential impacts from the former unlicensed "lower" landfill, a slight outward hydraulic gradient is present on the east side of the site. Coincident with this condition, increased or elevated concentrations of indicator parameters in groundwater have recently occurred at monitoring well M-20A located in this area. The cause of the groundwater quality changes has not been established, but may be related to the outward hydraulic gradient, infiltration of surface runoff, or a combination of both.
To re-establish an inward hydraulic gradient across the slurry wall and increase environmental protection, a leachate collection system inside the slurry wall is proposed. On a conceptual basis, this system may consist of one or more leachate extraction wells.

On the basis of the above proposed concept, we have developed a fee estimate for the leachate control system as follows:

<table>
<thead>
<tr>
<th>Engineering Design</th>
<th>Plans &amp; Specifications</th>
<th>$24,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveyor</td>
<td></td>
<td>$5,600</td>
</tr>
<tr>
<td>Bidding &amp; Contract Assistance</td>
<td></td>
<td>$2,700</td>
</tr>
<tr>
<td>Project Management</td>
<td></td>
<td>$2,700</td>
</tr>
</tbody>
</table>

System Installation (Contractor) $299,400
Construction Monitoring
Field Inspection $24,500
Progress Meetings & Contractor Submittals $7,300
As-built Survey $3,600
System Start-up Monitoring $4,500
Construction Documentation Report $6,500

TASK ESTIMATED FEE $381,000

Note that the final configuration (and associated contractor installation cost) of the leachate control system is dependent on MDEQ approval as well as the subsurface conditions encountered. The contractor cost presented above is based on the preliminary system concept and typical unit costs. Once the plans and specifications for the final approved system are complete, we plan to obtain bids from qualified contractors following City procurement guidelines.

Note that we are also evaluating the feasibility of a gravity collection drain installed using horizontal drilling techniques in place of individual leachate extraction wells. Although this option may entail a higher initial construction cost, this alternative would provide improved effectiveness over vertical wells and could potentially function by gravity drainage, thereby eliminating the need for long-term operation and maintenance of a pumping system.

Task 4 – Leachate Seep Control & Landfill Cover Maintenance

Seepage has been noted periodically at the toe of the landfill slope on the south side of the site adjacent to the maintenance garage currently operated by Advanced Disposal. In addition, the MDEQ noted some areas of erosion and sparse vegetation on the landfill cover during their site inspection in the fourth quarter 2013. The necessary work to address these issues will be included in a revised Post-Closure Plan, preparation of which is included in the Consent Order. For purposes of developing our budgetary estimates for this work, we have assumed that mitigating the seep will involve localized placement of compacted clay, installation of a shallow collection drain, and possibly some limited site grading to improve storm water management. The landfill cover repair will also involve placement of clay and/or rip rap and application of grass seed in limited areas.

Additional work is necessary to address maintenance of on-site storm water features. However, this work is expected to be undertaken by the current tenant of the maintenance garage (Advanced Disposal).
On the basis of the above assumptions, we have developed a fee estimate for the seep control measures and landfill cover maintenance as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Design Plans &amp; Specifications</td>
<td>$7,500</td>
</tr>
<tr>
<td>Bidding &amp; Contract Assistance</td>
<td>$500</td>
</tr>
<tr>
<td>Project Management</td>
<td>$1,300</td>
</tr>
<tr>
<td>System Installation (Contractor)</td>
<td>$31,000</td>
</tr>
<tr>
<td>Construction Monitoring</td>
<td></td>
</tr>
<tr>
<td>Field Inspection &amp; Documentation</td>
<td>$5,500</td>
</tr>
<tr>
<td>Follow-up Inspections</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

**Task 5 – Progress Reports & MDEQ Correspondence**

The Consent Order will require periodic progress reporting via written reports and/or conference calls during the duration of the required activities. For purposes of this cost estimate, we have assumed that progress reports and conference calls will take place on a monthly basis for approximately 18 months. The approximate estimated cost for this task is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Reports (18)</td>
<td>$9,600</td>
</tr>
<tr>
<td>Conference Calls (18 – including preparation of minutes)</td>
<td>$9,400</td>
</tr>
</tbody>
</table>

**Contingency Task – Phase II Remedial Investigation**

In the event that the MDEQ determines that the off-site groundwater investigation (Task 1) does not provide sufficient information to completely define the lateral and vertical extent of groundwater impacts from the landfill, the Consent Order requires a “Phase II Remedial Investigation” to be conducted. This task would entail preparation of a work plan (for review and approval by the MDEQ) and additional field investigation and laboratory analysis. Because the exact scope of such additional investigation is not known at this time, we are not able to provide a detailed fee estimate. However, if this task becomes necessary, we will provide a fee estimate and obtain approval from the City of Pontiac prior to proceeding.

**BUDGET SUMMARY**

Based on the most recent FA documentation provided by the MDEQ, the FA funds available (less the amount that must remain in place for “Post-Closure” financial assurance) is approximately $649,000. Therefore, the project budget is summarized as follows:

- Excess FA funds available for CO implementation: $649,000
- NTH Estimated Fees for Tasks 1 – 5: $558,900
- Estimated amount available for contingency task(s) and/or RAP Financial Assurance: $90,100
TERMS & CONDITIONS

The services described in this letter will be provided by NTH under the terms and rates of our general contract with the City of Pontiac. According to the Consent Order, funding for the required work will be provided from the site's dedicated Financial Assurance (FA) and Perpetual Care funds. Invoices will be addressed to the City of Pontiac, and will then be forwarded to and payment dispersed by the MDEQ. Terms for extraction and distribution of the available funding are specifically described in the Consent Order.

We appreciate the opportunity to continue to assist the City of Pontiac on this project, and we look forward to completing these additional steps that will finish the prolonged process of achieving final closure of the landfill. If you have any questions or require additional information, please contact us at (248) 662-2739 (direct line).

Sincerely,

NTH Consultants, Ltd.

Alan C. Erickson, P.E.
Principal Engineer

Richard L. Burns
Sr. Vice President

ACE/RLB/kg

Attachments
## Project Fee Estimating Sheet

**Project No.:** 62-150273  
**Project Name:** Collier Road Landfill - Consent Order Implementation  
**Prep. By:** A. Erickson

### Task Scope

<table>
<thead>
<tr>
<th>Task</th>
<th>Scope of Services</th>
<th>Subcontractor Fees</th>
<th>NTH Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Develop formal written scope &amp; procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Arrange access to off-site drilling locations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>MSS Off utility clearances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Schedule &amp; agreements with subcontractors (driller, lab, surveyor)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Arrange traffic control (if necessary)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1B</td>
<td>Field Investigation (Drilling)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Install new wells (2 deep off-site, 1 shallow on-site)</td>
<td>$16,000</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Install replacement for L-1</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Logs &amp; field documentation</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Project management &amp; admin</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Task 1C</td>
<td>Field Investigation (Surveying)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Locate &amp; stake off-site wells</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Survey new wells</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Task 1D</td>
<td>Sampling &amp; Analytical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Collect groundwater samples from new wells &amp; selected existing wells (10 locations)</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Assign testing &amp; transport to lab</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Analytical testing (assumptions &amp; samples for Assay parameters)</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Project management &amp; admin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1E</td>
<td>Data Review &amp; Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Calculate analytical data, prepare G/W contour maps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Review stratigraphy &amp; prepare profiles (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Compare to GW criteria &amp; data limits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Develop concentration map</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Develop conclusions on extent &amp; potential migration of contaminants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Incorporates review comments &amp; finalize report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Meeting 1 with GW + 3 with MODIS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Project management &amp; admin</td>
<td></td>
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</tr>
</tbody>
</table>

### Task Labor Cost & Fee Estimate

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Fee Estimate</th>
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</thead>
<tbody>
<tr>
<td>Task 1A</td>
<td></td>
<td>$11,311</td>
</tr>
<tr>
<td>Task 1B</td>
<td></td>
<td>$9,814</td>
</tr>
<tr>
<td>Task 1C</td>
<td></td>
<td>$4,000</td>
</tr>
<tr>
<td>Task 1D</td>
<td></td>
<td>$16,000</td>
</tr>
<tr>
<td>Task 1E</td>
<td></td>
<td>$16,000</td>
</tr>
</tbody>
</table>

### NTH Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>BV</th>
<th>MB</th>
<th>ACE</th>
<th>MLS</th>
<th>RRO</th>
<th>ORO</th>
<th>GR</th>
<th>IMPT</th>
<th>CS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee Estimate</td>
<td>$5,996</td>
<td>$3,782</td>
<td>$3,240</td>
<td>$1,648</td>
<td>$1,568</td>
<td>$719</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent Sub Markup</td>
<td>1.15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Project Duration

- **Duration (weeks):** 10
- **Date:** 6/24/2015

### Contingency

- **Contingency:** $415.0
- **Cost Review (included in total):** $1,100

**Total Hours:** 415.0
## Project Fee Estimating Sheet

**Project Name:** Gallier Road Landfill - Consent Order Implementation  
**Prep. By:** A. Erickson  
**Prep. No.:** 62-159173

### Work Package: ACM & CO Measures & Admin

<table>
<thead>
<tr>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1: Interim Response Work Plan</strong></td>
</tr>
<tr>
<td><strong>Task 2: Design &amp; Construction of Leachate Control System</strong></td>
</tr>
<tr>
<td><strong>Task 3: Design of Landfill Cover/Toe of Slope Repairs</strong></td>
</tr>
<tr>
<td><strong>Task 4: Monthly Progress Reports / Conference Calls for Consent Order</strong></td>
</tr>
</tbody>
</table>

### Scope of Services

- **Risk Assessment**
- **Evaluation of pathways, risks, and conditions**
- **Evaluation of proposed response activities for each pathway**
- **Schedule and details of implementation**
- **Prepare draft RWP document**
- **Methods for evaluating effectiveness**
- **Incorporate review comments and finalize work plan**
- **Project management & admin**
- **Conceptual design**
- **Differential design**
- **Initial & final design surveys**
- **Plants & specifications**
- **Bid & contracting assistance**
- **Project management & admin**
- **Field observation & oversight (assume 6 weeks - 10 FR/wk)**
- **Review contractor submittals**
- **System installation (see separate sheet)**
- **Site visits following MDOL inspections (assume 2)**
- **Conceptual design**
- **Detail design**
- **Plant & specifications**
- **Bid & contracting assistance**
- **Project management & admin**
- **System installation & Field COA**
- **Follow-up inspections (assume 4)**

### Labor Cost

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
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</thead>
<tbody>
<tr>
<td><strong>Task 1: Interim Response Work Plan</strong></td>
<td>$10,219</td>
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<td><strong>Task 2: Design &amp; Construction of Leachate Control System</strong></td>
<td>$10,978</td>
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<tr>
<td><strong>Task 3: Design of Landfill Cover/Toe of Slope Repairs</strong></td>
<td>$24,145</td>
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<td><strong>Task 4: Monthly Progress Reports / Conference Calls for Consent Order</strong></td>
<td>$10,861</td>
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### Subtotal

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<tr>
<th>Item</th>
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<tr>
<td>ACM Supplies Surcharge (Enclosed in Bill rates)</td>
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<td>Project Management (see Task 8)</td>
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<tr>
<td>GL Reserve (Enclosed in rates)</td>
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Total Hours: 1177.0

---

**Note:** The document contains a table with detailed breakdowns of costs and labor, as well as various tasks and their associated fees and durations. The table is comprehensive and includes subtotals for various costs and labor, ensuring a clear understanding of the project's financial aspects.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Assumptions</th>
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<td>1a</td>
<td>Contractor Mobilization and Demobilization</td>
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<td>$1,850.00</td>
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<td>Leachate Piping Contractor Mobilization and Demobilization</td>
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<tr>
<td>8a</td>
<td>Electrical Control panel</td>
<td>Each</td>
<td>4</td>
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<td>$4,000.00</td>
<td>Included in 8&quot; Pipe Trenching Price</td>
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<tr>
<td>8b</td>
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<td>Each</td>
<td>4</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
<td></td>
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<tr>
<td>8c</td>
<td>Drop from overhead line with transformer install and connection</td>
<td>Each</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>Included in 2&quot; Pump to Header</td>
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<tr>
<td>8d</td>
<td>Installation of wiring in conduit, pumps and control panels w/ connections</td>
<td>LS</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>Included in Misc. Pipe Fittings</td>
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<tr>
<td>9b</td>
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<td>SF</td>
<td>2160</td>
<td>$7.60</td>
<td>$16,456.00</td>
<td>Not included in this estimate</td>
</tr>
</tbody>
</table>

Total: $280,281.14
Memorandum

To: Pontiac City Council

From: Joseph M. Sobota, M.P.A., City Administrator

Date: April 30, 2015

Re: School Liaison Officer Agreement

The agreement with the Oakland County Sheriff identifies that one of the positions provided by contract is for a school liaison officer position. The Pontiac School Board has approved a formal agreement for this position through June 30, 2016. The School District is agreeing to pay $130,000 and any overtime incurred over $5,000. The City will be responsible for paying about $13,000 of the total cost. Considering that school is not in session every day, the share born by the City is reasonable. Also, the School District's budget would not allow additional costs through June 30, 2016. Discussion of future extensions and modifications of this agreement would begin in February of each year, and would allow the City and the School District to budget appropriately.

The School Board approved the attached agreement, which the City Attorney has reviewed, in April. The agreement is based on a similar agreement that other communities in Oakland County have with their school districts in which the Oakland County Sheriff provides law enforcement services.

Assuming Council approves the Police School Liaison Program agreement between the School District of the City of Pontiac and the City of Pontiac, the City Council is requested to adopt the following resolution:

WHEREAS, the School District of the City of Pontiac desires to have an increased official law enforcement presence within the District and has approved an agreement with the City of Pontiac; and,

WHEREAS, the City of Pontiac sees a benefit in having an official law enforcement presence in the District; and,

WHEREAS, the Oakland County Sheriff’s Office finds the school liaison officer program as a benefit to all parties involved; and,

WHEREAS, the City Attorney has reviewed the agreement;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council accepts the Police School Liaison Officer Program Agreement between the School District of the City of Pontiac and the City of Pontiac and authorizes the City Administrator to sign document as presented.
POLICE-SCHOOL LIAISON PROGRAM

This Agreement, is made this ____ day of April 2015, by and between the SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Michigan School District, whose address is 47200 Woodward Avenue, Pontiac, Michigan 48342, the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342.

WHEREAS, the City of Pontiac is municipal government located in the County of Oakland and the State of Michigan, and School District of the City of Pontiac is a public school district educating students residing within the boundaries of the unit of government which is a party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police-school liaison educational program by entering into this Inter-Governmental Agreement pursuant to, and under the authority of Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a year to year basis, beginning each July 1 and ending each June 30, a police education program to be carried on in the elementary and secondary schools for children attending the School District of the City of Pontiac. For the first year of the program, the starting date shall be April 15, 2015 and shall end June 30, 2016.

2. The Police-School Liaison Officer will be assigned to the program by the Oakland County Sheriff's Office (OSCO). Staffing levels will be determined by the School District of the City of Pontiac and through budget allocations of the School District of the City of Pontiac. The Liaison Officers' responsibilities shall be to:

   a. Provide eighty (80) hours of law enforcement services by an Oakland County Sheriff's Deputy for any bi-weekly period.

   b. Conduct education programs.
c. Enforce state law and local ordinances on school premises.

d. Report to and take direction from the Management Team.

3. Whereas, the officers are contracting to serve as school liaison officers, and whereas, the officers are housed and work on a daily basis within the confines of the School District of the City of Pontiac, and whereas, the supervision of the program will be as unique as the program itself, there are three [3] major areas which will require supervision:

a. Routine Performance and Special Duties.

b. Criminal Complaints.

c. Policy, Procedures and Finance.

4. A two-member Management Team comprised of the commanding officer of the O.C.S.O., and a School District of the City of Pontiac designee appointed by the Superintendent, shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:

a. Manage, on a daily basis, the liaison officers' activities and duties.

b. Implement program objectives and measurement methods.

c. Balance the education and law enforcement roles of the liaison officers.

d. Provide feedback and reports.

c. Provide an annual report by June 15 of each year, for distribution to the School District of the City of Pontiac Superintendent and to the City Administrator for the City of Pontiac. Upon the elimination of the position of City Administrator, such annual report shall be provided to the Mayor.

f. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.

g. Oversight and administration of the police-school liaison program.

h. Establishment and implementation of the goals and objectives for the program.

i. Resolution of conflicts concerning program direction or content.
j. Submitting a proposed annual budget to the School District by the City of Pontiac no later than February 15 of each calendar year.

k. Recommending any changes to the Police-School Liaison Agreement.

5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations:

   a. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.

6. The total cost of the program shall be as follows:

   a. The total cost of the program, including any overtime, shall be the lesser of City of Pontiac's cost for a Sheriff's Deputy under the Law Enforcement Services Agreement (attached hereto as Exhibit A) that the City has with the Oakland County Sheriff's Department or $130,000, on an annualized basis, except the City's responsibility for overtime shall be limited to $5,000.

   b. The cost of materials and any other cost agreed to by the parties hereto, provided that the aggregate cost does not exceed the amounts set forth in Section 6a, above.

   c. The City shall invoice the School District monthly for total costs incurred by the City the previous month. The School District shall pay the City within 30 days of the date of the invoice. Failure of the School District to pay the City within 60 days of receiving the service shall allow the City to cancel this Agreement and stop the provision of services herein described.

7. The City of Pontiac shall be responsible for administering the moneys for carrying on the police-school education program. The City of Pontiac shall pay Oakland County Sheriff's Office at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.

8. The officers involved in the program shall continue to be the employees of the Oakland County Sheriff's Department, and shall not be employees of the City or the District. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details.
9. The School District of the City of Pontiac shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefit of as many students as possible.

10. Acknowledgement is hereby given by the School District of the City of Pontiac for providing space, phone and related equipment, and services are provided above the financial commitment required by this Agreement.

11. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., April 15, 2015, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on June 30, 2016. In addition, any party may terminate this Agreement by giving written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further obligations to provide LAW ENFORCEMENT SERVICES to the DISTRICT under this Agreement shall end.

12. In the event that the DISTRICT wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the City of Pontiac, in writing, of this intent no later than December 31, 2015. If the DISTRICT, as above, notifies the City of Pontiac of its intent to enter into a new agreement, and the City of Pontiac has a similar interest, the City of Pontiac shall present the DISTRICT with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, January 31, 2016. In no event shall this paragraph be interpreted to obligate the City of Pontiac or the DISTRICT to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the DISTRICT terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the DISTRICT shall not be obligated to hire anybody who worked with the City of Pontiac or the O.C.S.O. pursuant to this agreement.

13. After it is determined to proceed with the upcoming year's program, the City of Pontiac shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies for a like period.

14. Neither the School District of the City of Pontiac nor the City of Pontiac shall be responsible for any officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect
themselves for any liability or cost which may occur as a result of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Subject to Paragraph 15, each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.

15. To the extent the City of Pontiac is entitled to indemnification from the OCSO pursuant to its Law Enforcement Services Agreement with OCSO, as a result of OCSO services contemplated herein, the City of Pontiac shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assigns, from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with the City of Pontiac’s performance of the Services pursuant to this Contract and/or from the City of Pontiac’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the City of Pontiac, its officers, directors, employees, successors, assigns, contractors, agents; (ii) any breach of the terms of this Contract by the City of Pontiac, its officers, directors, employees, successors, assigns, contractors, and agents; (iii) any violation or breach by the City of Pontiac, its officers, directors or employees, successors and assigns of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by the City of Pontiac, its officers, directors, employees, successors, and assigns, under this Contract. The City of Pontiac shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

16. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.

17. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural
number, the possessive or nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.

18. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.

19. This Agreement shall be binding upon each party to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

City of Pontiac
By: ____________________________
    Joseph M. Sobota, M.P.A.
It: ____________________________

School District of the City of Pontiac
By: ____________________________
    Kelley Williams
Its: ____________________________
    Superintendent
This Agreement is made and entered into between the CITY OF PONTIAC, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342-2271, (hereafter the "MUNICIPALITY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and/or the OAKLAND COUNTY SHERIFF, in the capacity of a Michigan Constitutional Officer, whose address is County Service Center, Bldg. #36 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and SHERIFF are intended as joint or co-obligors they will be referred to collectively as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O."; otherwise, "COUNTY" and "SHERIFF" shall refer only to individual described herein.

INTRODUCTORY STATEMENTS

Whereas, the MUNICIPALITY is authorized to provide police services for residents of the MUNICIPALITY; and

Whereas, the O.C.S.O. is authorized to provide police services for residents of Oakland County but, absent an agreement such as this, has only limited responsibility for police services in the MUNICIPALITY; and

Whereas, the O.C.S.O. and the MUNICIPALITY may enter into an agreement where the O.C.S.O. would perform additional LAW ENFORCEMENT SERVICES in the MUNICIPALITY; and

Whereas, the MUNICIPALITY desires to contract with the O.C.S.O. for such additional Law Enforcement Services in the MUNICIPALITY; and

Whereas, the O.C.S.O. is agreeable to providing additional LAW ENFORCEMENT SERVICES in the MUNICIPALITY with the additional personnel provided under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual premises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the MUNICIPALITY mutually agree:
1. Besides the terms "COUNTY", "MUNICIPALITY", "SHERIFF", "OAKLAND COUNTY SHERIFF'S OFFICE", and "O.C.S.O." as defined above, the parties agree that for all purposes, and as used throughout this Agreement, the following terms and expressions, whether in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein. The parties further agree that as defined herein the terms "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", "SHERIFF'S DEPUTY" and "SHERIFF'S DEPUTIES" shall include any person who, at the time relevant to any issue, claim, or interpretation of this Agreement, was either a "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", or "SHERIFF'S DEPUTY" but, for any reason, is no longer employed in that capacity.

a. "CLAIM" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, ciphers, liabilities, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

b. "COUNTY OFFICIAL" shall be defined to include any and all COUNTY representatives elected by popular vote to a COUNTY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election.

c. "MUNICIPALITY OFFICIAL" shall be defined to include any and all MUNICIPALITY representatives elected by popular vote to a MUNICIPALITY office, such persons appointed, pursuant to state law, to fill a vacant elected office pending an election or an Emergency Manager appointed under the Local Government and School District Fiscal Responsibility Act, Act No. 4 of the Public Acts of 2011, and those individual MUNICIPALITY employees or agents whose specific job responsibilities mandate the enforcement of state statutes or local ordinances such as the Fire Marshal, Engineering or Housing inspector, Ordinance Officer, or Weigh master.

d. "AGENT" shall be defined to include any and all MUNICIPALITY or COUNTY employees, managers, departments, divisions, volunteers, agents, representatives, predecessors, successors, attorneys, or auditors, other than MUNICIPALITY and COUNTY OFFICIALS as defined above (whether such persons act, or acted, in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them.

e. "MUNICIPALITY LIAISON" shall be defined as the Emergency Manager appointed under the Local Government and School District Fiscal Responsibility Act, Public Act No. 4 of 2011 or the Emergency Financial Manager appointed under the Local Government Fiscal Responsibility Act, Public Act No. 72 of 1990 and if no Emergency Manager or Emergency Financial Manager is in place, the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the MUNICIPALITY LIAISON to act in this capacity for all purposes under this Agreement.

f. "O.C.S.O. LIAISON" shall be the defined as a SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement, who is designated by the SHERIFF to maintain all lines of communications with the MUNICIPALITY LIAISON, as defined herein. The O.C.S.O. LIAISON will generally be the commanding officer, if one, or a SHERIFF'S DEPUTY designated, in writing, by the SHERIFF to perform this function.
g. "LAW ENFORCEMENT SERVICES" and for all purposes under this Agreement shall be defined and interpreted as the prevention and detection of crime and the enforcement of the general criminal laws of this state, as provided for by state statutes and MUNICIPALITY ordinances, including the writing of tickets for MUNICIPALITY motor vehicle and traffic ordinance violations and laws of this state, and shall also include road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of SHERIFF’S DEPUTIES, or other circumstances involving public safety, a breach of peace, civil infractions, accidents or accidental injuries, and any related governmental law enforcement functions as authorized and/or mandated by law as limited by and to the extent of the Number(s) and Rank(s) of SHERIFF’S DEPUTIES contracted for by the MUNICIPALITY in this Agreement. The governmental LAW ENFORCEMENT SERVICES contemplated and to be provided under this Agreement are strictly limited to those governmental LAW ENFORCEMENT SERVICES authorized by law to be performed by the O.C.S.O. LAW ENFORCEMENT SERVICES shall also include the filing of all necessary and legally required crime reports to State and Federal offices on behalf of the MUNICIPALITY and the supervision of school crossing guards as required by MCL 257.013c. LAW ENFORCEMENT SERVICES shall not include O.C.S.O. police-related "Support Services," such as Marine Division, Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, such additional "Support Services" shall continue to be made available, at no additional cost to the MUNICIPALITY, to the same extent that the O.C.S.O. continues to make such law enforcement "Support Services" available, at no additional charge, to all other communities within Oakland County.

h. "SHERIFF’S DEPUTY" or "SHERIFF’S DEPUTIES" shall be defined to include any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Patrol Investigator, Detective Sergeant, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn Deputy of the SHERIFF. The O.C.S.O. agrees that all full-time MUNICIPALITY Patrol Officers, Detectives, Sergeants, Lieutenants, Captains, and the Chief are eligible to apply and, in the Sheriff's sole discretion, may be hired as Provisional SHERIFF'S DEPUTIES for the O.C.S.O. If they (a) are currently licensed by the Michigan Commission on Law Enforcement Standards (b) satisfactorily pass a background investigation and oral interview; (c) pass a physical examination; and (d) pass a drug screen. The Sheriff retains exclusive discretion in the screening and hiring process and nothing in this Agreement should be construed to guarantee employment for any MUNICIPALITY Patrol Officer, Detective, Sergeant, Lieutenants, Captain or Chief with the COUNTY and/or the O.C.S.O.

2. The SHERIFF shall assign SHERIFF’S DEPUTIES, in such Number(s) and Rank(s) as shown in SCHEDULE A: SHERIFF’S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY (hereafter "SCHEDULE A"), which is attached to, incorporated in and made part of this Agreement, to perform any and all O.C.S.O. LAW ENFORCEMENT SERVICES contemplated in this Agreement within the corporate limits of the MUNICIPALITY, including all private roads.

3. The MUNICIPALITY acknowledges that, except as provided for under the terms of this Agreement, the SHERIFF has only limited responsibility for LAW ENFORCEMENT SERVICES in the MUNICIPALITY and is not otherwise required, except as provided herein, to assign any specific Number(s) or Rank(s) of SHERIFF’S DEPUTIES to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY.
b. The SHERIFF will make every reasonable effort to provide professional LAW ENFORCEMENT SERVICES to the MUNICIPALITY, following generally accepted standards for police protection, with the levels of staff provided for in SCHEDULE A.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guarantee, either express or implied, or of any kind or nature whatsoever, in favor of the MUNICIPALITY and/or any other person or MUNICIPALITY resident that the O.C.S.O.'s provision of LAW ENFORCEMENT SERVICES under this Agreement will result in any specific reduction or prevention of criminal activity within the MUNICIPALITY or any other performance-based outcome.

3. The O.C.S.O. and the MUNICIPALITY agree that the sole and exclusive purpose of this Agreement is to provide governmental LAW ENFORCEMENT SERVICES in and for the MUNICIPALITY. Except as otherwise expressly provided for in this Agreement, the MUNICIPALITY agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to O.C.S.O.'s LAW ENFORCEMENT SERVICES in favor of or to the benefit of any particular person(s) beyond the O.C.S.O.'s and/or any SHERIFF'S DEPUTY's law enforcement officer duty, as established under existing law, to the general public.

4. Except as otherwise expressly provided for in this Agreement, any SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY, as provided for in SCHEDULE A, shall work, during those hours for which the MUNICIPALITY is being charged, only on MUNICIPALITY-related police matters. It is understood and agreed, however, that "Mutual Aid" between communities may be provided to surrounding communities. "Mutual Aid," as used in the previous sentence, means that any SHERIFF'S DEPUTY contracted for and assigned to the MUNICIPALITY may be absent from the MUNICIPALITY, a: MUNICIPALITY expense, when temporarily called to the aid of another community due to an emergency or other exceptional circumstance or because a SHERIFF'S DEPUTY possesses some special skill or qualification temporarily needed by that other community.

5. Under the terms of this Agreement, the O.C.S.O. shall assign to the MUNICIPALITY the Number(s) and Rank(s) of SHERIFF'S DEPUTIES shown in SCHEDULE A to perform all of the LAW ENFORCEMENT SERVICES contemplated under this Agreement. As used throughout this Agreement, any reference to the Number(s) of SHERIFF'S DEPUTIES, as shown in SCHEDULE A, shall be defined and quantified as EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES during a bi-weekly period by any SHERIFF'S DEPUTY of the specified Rank(s), for each of the SHERIFF'S DEPUTIES contracted for and assigned by the SHERIFF to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY.

   a. Except as may otherwise be expressly provided in this subparagraph or in SCHEDULE A, whenever any SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY is not present in the MUNICIPALITY geographical area, due to any of the reasons described in subparagraphs 1 - 8 below, such periods of time shall be included in and counted toward the EIGHTY (80) HOURS of LAW ENFORCEMENT SERVICES for the bi-weekly period in which it occurred.

   1. Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning or end of any shift by any SHERIFF'S DEPUTY, if that SHERIFF'S DEPUTY's shift starts or ends in Pontiac.
2. Attendance (not to exceed 100 hours per SHERIFF'S DEPUTY per
   calendar year) at any O.C.S.O. authorized or required training
   session, function
   or meeting;

3. Provision of any Mutual Aid as described and defined above;

4. Appearance in any Court or at any meeting with any other law
   enforcement agency in connection with any prosecution or Court appearance
   related to MUNICIPALITY law enforcement activities;

5. Performance of any LAW ENFORCEMENT SERVICES for the
   MUNICIPALITY that takes any SHERIFF'S DEPUTY outside the
   MUNICIPALITY's geographical area; and

6. Any approved period of annual leave, sick leave, holiday leave, personal
   leave, or any other approved, paid leave (except any paid disciplinary leave
   and/or long-term disability leave extending beyond a period of five (5) working
   days) granted to any SHERIFF'S DEPUTY in accordance with applicable
   O.C.S.O. policies, procedures, and/or employment contracts.

b. Subject to the SHERIFF'S right to consolidate the assigned shifts of SHERIFF'S
   DEPUTIES in order to concentrate law enforcement efforts to meet particular law
   enforcement priorities and needs, the SHERIFF shall assign shifts to SHERIFF'S
   DEPUTIES contracted for under this Agreement so as to provide the broadest possible
   coverage of LAW ENFORCEMENT SERVICES to the MUNICIPALITY.

c. All O.C.S.O. policies, procedures, employment contracts, etc., which may be
   applicable to this Agreement shall be made available by the SHERIFF for inspection
   by the MUNICIPALITY LIAISON at the O.C.S.O., by appointment, during normal business
   hours.

6. Subject to the SHERIFF'S sole discretion and judgment as to the county-wide
   prioritization of resources and law enforcement needs, any SHERIFF'S DEPUTY'S LAW
   ENFORCEMENT SERVICES during a bi-weekly period, as provided for in this
   Agreement, may be made available by the SHERIFF to the MUNICIPALITY on an
   overtime basis. Except for overtime incurred due to face calls, report writing, court appearances, emergencies (including, but not limited to,
   unanticipated and last-minute position fill-in scheduling decisions), or holiday pay overtime, an
   shown in SCHEDULE B - HOLIDAY PAY (hereinafter "SCHEDULE B") which is attached to,
   incorporated in, and made a part of this Agreement, all other overtime charges incurred by any
   SHERIFF'S DEPUTY, which are charged to the MUNICIPALITY, shall be approved, in advance,
   in writing, by the MUNICIPALITY LIAISON. Any such additional hours of SHERIFF'S
   DEPUTIES' LAW ENFORCEMENT SERVICES provided shall be invoiced to and paid at the
   yearly rate in which they were performed by the MUNICIPALITY directly to the COUNTY at the
   Overtime Hourly Rates shown in SCHEDULE C - HOURLY RATES (hereinafter "SCHEDULE C")
   which is attached to, incorporated in, and made a part of this Agreement, and shall be in addition to
   any amounts otherwise due and owing under the terms of this Agreement. If, however, in the
   unlikely event that the O.C.S.O. is unable to provide any SHERIFF'S DEPUTY'S LAW
   ENFORCEMENT SERVICES as requested by the MUNICIPALITY in addition to the EIGHTY
   (80) HOURS OF LAW ENFORCEMENT SERVICES during a bi-weekly period, as provided for in
   this Agreement, without the O.C.S.O. actually incurring any direct or indirect obligation to pay
   any overtime premium to any SHERIFF'S DEPUTY as a result, the Regular Hourly Rates shown
   in SCHEDULE C for those additional hours of LAW ENFORCEMENT SERVICES for which the

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O.C.S.O., does not incur any overtime obligation shall be invoiced and paid by the MUNICIPALITY as otherwise provided herein. All holiday pay charges to the MUNICIPALITY shall be calculated and invoiced in accordance with:

SCHEDULE 6.

7. The MUNICIPALITY shall not have the right under this Agreement to assign, delegate, or otherwise transfer, promise, commit, or lend any O.C.S.O.'s or SHERIFF'S DEPUTY'S services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. In the event that the MUNICIPALITY perceives the need for any SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES beyond those SHERIFF'S DEPUTY'S services contracted for in SCHEDULE A, due to some unusual MUNICIPALITY circumstances that, in the MUNICIPALITY's judgment, may require additional LAW ENFORCEMENT SERVICES, the MUNICIPALITY shall address such concerns for additional LAW ENFORCEMENT SERVICES in the SHERIFF as provided for in this Agreement (i.e., preceding Paragraph).

8. The MUNICIPALITY will pay the O.C.S.O. for all SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES rendered pursuant to this Agreement at the bi-weekly rates shown in SCHEDULE A. The MUNICIPALITY understands that the yearly rates for SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES are determined by the Oakland County Board of Commissioners. The MUNICIPALITY agrees it will pay the O.C.S.O. at the yearly rates set by the Oakland County Board of Commissioners for all SHERIFF'S DEPUTY'S LAW ENFORCEMENT SERVICES performed in those years. The MUNICIPALITY further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and/or holiday pay costs incurred by the O.C.S.O. in providing LAW ENFORCEMENT SERVICES to the MUNICIPALITY under the terms of this Agreement. The MUNICIPALITY shall pay, in advance, to the COUNTY a base amount of $607,111.50 (Eight Hundred and Seven Thousand, One Hundred and Sixteen dollars and Fifty cents) for 2013, $520,707.91 (Eight Hundred and Twenty Thousand, Seven Hundred and Seven dollars and Ninety One cents) for 2014 and $334,713.66 (Eight Hundred and Thirty Four Thousand, Seven Hundred and Thirteen dollars and Sixty Six cents) for 2015 per month. The base amount payment consists of 1/12 of the subtotal estimated contract price set forth in Schedule A. The base amount payment does not include overtime and front-desk security costs. Overtime and front-desk security costs shall be billed by monthly invoice. Payments shall be made as follows:

8.1 Each monthly base payment shall be paid in advance on the fifteenth (15th) of each month for services to be rendered in the following calendar month. By way of illustration, payment for August LAW ENFORCEMENT SERVICES under this Agreement shall be due and payable on the fifteenth (15th) day of July.

8.2 All monthly base amount payments shall be due and payable by MUNICIPALITY without further notice or demand from the COUNTY.

8.3 Each monthly base amount payment shall be made by wire transfer or check drawn on a MUNICIPALITY account and shall be made payable to the County of Oakland and delivered to the attention of: Oakland County Treasurer, 1200 N. Telegraph Road, Pontiac, MI 48341-0479 or in any manner directed by the COUNTY.

8.4 Each monthly base payment shall clearly identify that it is a monthly base payment made pursuant to the Agreement and identify the month for which MUNICIPALITY intends the payment to apply. The COUNTY, in its discretion, may apply any monthly payment received from MUNICIPALITY to any past due amount or monthly payment then due and owing to the COUNTY pursuant to this Agreement.
The MUNICIPALITY agrees to pay all monthly invoices for overtime and front-desk security within 30 days of the invoice date.

9. Should the MUNICIPALITY fail, for any reason, to timely pay the COUNTY the amounts required under this Agreement within ten (10) days of the due date, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the COUNTY. Further, the MUNICIPALITY waives any claims against the State or COUNTY, or their respective officials, for any such amounts paid to the COUNTY. Furthermore, should the MUNICIPALITY fail for any reason to timely pay the COUNTY the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due to the MUNICIPALITY in possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY at any time and without further notice to the MUNICIPALITY. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the COUNTY, or its officials, for any such amounts paid to the COUNTY. Nothing in this Agreement shall operate to limit in any way the COUNTY'S right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the COUNTY under this Agreement. The remedies in this paragraph are available to the COUNTY on an ongoing basis, or the MUNICIPALITY becomes delinquent in its payments. In addition to any right of setoff or recoupment provided by applicable law, all amounts due to the MUNICIPALITY shall be considered net of indebtedness of the MUNICIPALITY to the COUNTY and the COUNTY shall have the right to set-off against or recoup from any amounts due to the MUNICIPALITY at any time and without further notice to the MUNICIPALITY.

10. If the MUNICIPALITY (1) fails for any reason to timely pay the COUNTY any amount due under this Agreement; (2) fails to perform any other obligation required under this Agreement; or (3) seeks authority from the governor and state treasurer to proceed under title 11 of the United States Code, 11 USC 101 to 1532, the MUNICIPALITY shall be in default of this Agreement. The COUNTY will send written notice of any default via first class mail to the MUNICIPALITY LIASON. If the default is not cured within thirty (30) days from the date of the notice, the COUNTY may:

10.1 Terminate this Agreement immediately without further notice to the MUNICIPALITY.

10.2 Refrain from providing any further services or performing under this Agreement, except to the extent the COUNTY is required to provide a minimum amount of police enforcement services required under state law.

10.3 Declare all unpaid amount owed under the Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the MUNICIPALITY.

10.4 Exercise any and all rights and remedies available to it under the Agreement or applicable law.

11. The MUNICIPALITY agrees to share and provide a complete copy of all financial reports prepared by the MUNICIPALITY to the COUNTY within a reasonable time not to exceed 10 (ten) days following a request by the COUNTY.
12. The MUNICIPALITY and the O.C.S.O. agree and warrant that neither the O.C.S.O. nor any SHERIFF'S DEPUTY, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the O.C.S.O.'s legal status and relationship to the MUNICIPALITY shall be that of an INDEPENDENT CONTRACTOR. The MUNICIPALITY also agrees that in any writing or any other communication prepared by, for, or at the direction of the MUNICIPALITY, the MUNICIPALITY shall neither state, suggest, nor imply that any employment status and/or employment relationship exists between any SHERIFF'S DEPUTY and the MUNICIPALITY.

13. The MUNICIPALITY and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all SHERIFF'S DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the payment of all SHERIFF'S DEPUTIES' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any SHERIFF'S DEPUTY'S status as an employee of the O.C.S.O. Except as expressly provided otherwise in this Agreement, the MUNICIPALITY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, stipends, gifts, equipment, automobiles, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise) or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY. Any consideration, monetary or otherwise, paid directly to the COUNTY and/or any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, and/or leased directly to the COUNTY shall not, for any purpose of this Agreement, be interpreted as being provided by the MUNICIPALITY, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY.

14. The MUNICIPALITY may, in its discretion, in such locations and circumstances as it deems appropriate, provide suitable office space, office equipment, all required utilities and related facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, lockers, locker room facilities, uniform changing areas, etc.) in MUNICIPALITY-owned or leased buildings to the O.C.S.O. for use by SHERIFF'S DEPUTIES assigned to the MUNICIPALITY, which shall be referred to as a MUNICIPALITY "Sub-Station". Alternatively, the O.C.S.O. may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the MUNICIPALITY Sub-Station with O.C.S.O. personal property and equipment. The MUNICIPALITY acknowledges that the MUNICIPALITY benefits in providing a Sub-Station for O.C.S.O. use by minimizing the time spent by SHERIFF'S DEPUTIES assigned to the MUNICIPALITY driving from the main O.C.S.O. Law Enforcement Complex in Pontiac, Michigan, to the MUNICIPALITY to perform certain paper and desk work and eliminating the "lost drive time" to provide LAW ENFORCEMENT SERVICES within the MUNICIPALITY due to the fact that SHERIFF'S DEPUTIES otherwise would begin and end their work shift(s) at the main O.C.S.O. Law Enforcement Complex instead of within the MUNICIPALITY. The MUNICIPALITY'S provision of any Sub-Station facilities and/or the use of any Sub-Station facilities by the O.C.S.O. shall be by mutual agreement and consent of the parties. Under no circumstances shall the MUNICIPALITY be obligated under the terms of this Agreement to provide any such Sub-Station facilities, nor shall the O.C.S.O. be obligated to use any such Sub-Station facilities if offered. The MUNICIPALITY has decided it will provide the O.C.S.O. with Sub-Station facilities and the O.C.S.O. has agreed to use such Sub-Station facilities, subject to the following terms and conditions:
a. Use of a Sub-Station shall be deemed to be a MUNICIPALITY grant of a
revocable, nonexclusive license over that portion of such MUNICIPALITY premises for
use by the O.C.S.O. and SHERIFF'S DEPUTIES assigned to the MUNICIPALITY.

b. The MUNICIPALITY will be responsible for maintenance of the premises, which
includes: any necessary repairs, improvements, installation and maintenance of all
necessary security locks, devices and fire safety devices and safety precautions,
reconstruction, custodial services, including rubbish and trash removal for the Facility,
and also includes the provision of utilities required to operate the facility for the purposes
of this License, including, but not limited to, heat, air conditioning, power, and water (but
excluding any monthly telephone charges for permanently installed Sub-Station
telephone), at no cost to the O.C.S.O.

c. Use of the Sub-Station License shall end upon the termination or expiration of
this Agreement as provided herein. Any such Sub-Station License shall also be
terminable, at any time and for any reason, by the MUNICIPALITY, the COUNTY, or the
SHERIFF.

d. SHERIFF'S DEPUTIES shall use due care in their use of any Sub-Station
facilities and equipment. The MUNICIPALITY agrees that the MUNICIPALITY and the
MUNICIPALITY'S Insurance Carrier will waive all rights of subrogation against
OAKLAND COUNTY for any loss or damage to the Sub-Station premises or property
therein which is owned or insured by the Muniicality. The MUNICIPALITY will provide
the COUNTY with a Certificate of Insurance that contains the following language: "The
MUNICIPALITY and the Insurance Carrier named herein agree to waive all rights of
subrogation against Oakland County for any loss or damage to premises or property
owned by or insured by the MUNICIPALITY." The MUNICIPALITY will provide this
Certificate of Insurance to Jennifer Bentley, Oakland County Sheriff's Office, County
Service Center, 6th St., 938 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044
prior to January 1, 2013. All Certificates of Insurance are subject to approval by the
Oakland County Office of Risk Management.

15. Except as expressly provided for in this Agreement, the MUNICIPALITY agrees that this
Agreement does not, and is not intended to, transfer, delegate, or assign to the COUNTY, the
SHERIFF, and/or any SHERIFF’S DEPUTY any civil or legal responsibility, obligation, duty of care,
or liability associated with any governmental function delegated and/or entrusted to the
MUNICIPALITY under existing law.

16. Except as expressly provided for under the terms of this Agreement, no SHERIFF’S
DEPUTY while acting under the terms of this Agreement shall perform any services directly or
otherwise be available to perform any other work or assignments, and no SHERIFF’S DEPUTY
shall be otherwise employed or utilized, in any manner or capacity, by the MUNICIPALITY.

17. The O.C.S.O. LIAISON will maintain regular lines of communication with the
MUNICIPALITY LIAISON and will be responsive to administrative and operational needs of the
MUNICIPALITY. The O.C.S.O. LIAISON will be available to meet weekly or when otherwise
requested by the MUNICIPALITY LIAISON to discuss particular law enforcement needs and will
provide a weekly report to the MUNICIPALITY LIAISON regarding relevant crime reports and
statistics within the MUNICIPALITY. The MUNICIPALITY LIAISON may also bring to the
SHERIFF'S attention any concerns that the MUNICIPALITY LIAISON may have regarding the
assignment of any SHERIFF’S DEPUTY to the MUNICIPALITY. The SHERIFF shall provide the
MUNICIPALITY LIAISON an opportunity to interview and meet any command officers before they
are assigned to the MUNICIPALITY; however, the SHERIFF'S decision on the assignment of any
SHERIFF'S DEPUTY shall be final. The O.C.S.O. LIASON shall, only to the extent that any such communication would not interfere in an ongoing criminal investigation or prosecution, keep the MUNICIPALITY LIASON reasonably informed regarding criminal and/or investigation activities within the MUNICIPALITY and advise the MUNICIPALITY LIASON, as soon as practicable, of any changes in any SHERIFF'S DEPUTY convicted for and assigned to perform LAW ENFORCEMENT SERVICES to this MUNICIPALITY under the terms of this Agreement.

Notwithstanding the above, however, neither the MUNICIPALITY nor the MUNICIPALITY LIASON shall otherwise provide, furnish or assign any SHERIFF’S DEPUTY with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any SHERIFF’S DEPUTY in the performance of any O.C.S.O.'s duty or obligation under the terms of this Agreement.

18. The MUNICIPALITY agrees to promptly notify and/or provide the SHERIFF with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable act(s) or omission(s), or any allegation of same, by any SHERIFF'S DEPUTY. The MUNICIPALITY also agrees that it shall promptly deliver to the SHERIFF written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which the MUNICIPALITY becomes aware of regarding any SHERIFF'S DEPUTY. The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF into the character and/or fitness of any SHERIFF'S DEPUTY.

19. The O.C.S.O. shall be solely and exclusively responsible for providing SHERIFF'S DEPUTIES with all necessary tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'s duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all SHERIFF'S DEPUTIES' business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc., except that any stationary, notices, forms, MUNICIPALITY ordinance appearance tickets, etc., which are required to bear the name of the MUNICIPALITY, shall be supplied to the O.C.S.O. by the MUNICIPALITY at the MUNICIPALITY'S sole cost and expense. In the event that the MUNICIPALITY wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at MUNICIPALITY expense or otherwise, to any SHERIFF'S DEPUTY assigned to the MUNICIPALITY, the MUNICIPALITY shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided by the MUNICIPALITY shall be provided directly and exclusively to the O.C.S.O., and then ONLY pursuant to a separate written lease agreement between the MUNICIPALITY and the COUNTY. As intended by this Paragraph and elsewhere in this Agreement, no personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the MUNICIPALITY directly to any SHERIFF'S DEPUTY, except through a written lease as provided for in this paragraph.

20. Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS. Further, the MUNICIPALITY agrees that it shall remain solely and completely liable for any and all CLAIMS that either arise or have their basis in circumstances of events occurring before the effective date of this Agreement, including but not limited to, any wage or benefit issues, any collective bargaining obligations, or any other related employment rights or obligations such as worker or unemployment compensation based upon any persons employment by the MUNICIPALITY prior to the effective date of this Agreement.
21. In any CLAIMS that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including any attorney fees.

22. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

23. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, 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.

24. This Agreement shall become effective at 12:01 A.M., January 1, 2013 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2015. In addition, either party may terminate this Agreement for convenience or for any reason upon thirty (30) days prior written notice. Upon notice of termination, COUNTY will continue to provide LAW ENFORCEMENT SERVICES through the date of termination and the CITY shall be liable for full payment of all LAW ENFORCEMENT SERVICES provided. Either party may terminate this Agreement for cause upon thirty (30) days written notice if the other party fails to comply with any material term or condition of this Agreement, including without limitation failure to timely submit full payment. In the event of termination for cause, the non-terminating party shall be liable for the reasonable costs incurred by the terminating party related to the termination, in addition to any and all other remedies available to the terminating party. If a determination is made that the Agreement was improperly terminated for cause, then the termination shall be deemed to have been for convenience. If this Agreement is terminated, the MUNICIPALITY will fully reimburse the COUNTY for all direct and indirect labor costs incurred by the COUNTY as a result of the Agreement's termination. Such costs include, but are not limited to, unemployment compensation claims made by COUNTY employees hired by the COUNTY to fulfill the terms of this Agreement. Upon the expiration or termination of this Agreement, all further O.C.S.O.'s obligation to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY is hereby extinguished. Upon the expiration or termination of this Agreement, all further O.C.S.O.'s obligations to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY are hereby extinguished.

25. This Agreement, and any subsequent amendments, shall not become effective prior to the approval by the COUNTY Board of Commissioners, the duly appointed Emergency Manager or the duly appointed Emergency Financial Manager of the MUNICIPALITY or his successor in office, or, if no Emergency Manager or Emergency Financial Manager is currently appointed, by resolution of the MUNICIPALITY Governing Body. The approval and terms of this Agreement shall be contained in the official minutes and proceedings of the COUNTY Board of Commissioners and the MUNICIPALITY and shall also be filed with the office of the Clerk for the COUNTY and the MUNICIPALITY. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

26. In the event that the MUNICIPALITY wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the O.C.S.O., in writing, of its intent. If the MUNICIPALITY, as above, notifies the O.C.S.O. of its intent to enter into a new agreement, and the O.C.S.O. has a similar interest, the O.C.S.O. shall present the MUNICIPALITY with a new proposal agreement for continued LAW ENFORCEMENT SERVICES on or before, August 22, 2015. In no event shall this paragraph be interpreted to obligate the O.C.S.O. or the MUNICIPALITY to continue any Agreement for any LAW ENFORCEMENT SERVICES.
SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the MUNICIPALITY terminates this Agreement, or elects not to enter into a subsequent agreement because it decides to establish its own police department, the MUNICIPALITY agrees to consider for employment in its police department any SHERIFF'S DEPUTY who may be laid off by the O.C.S.O. as a result of this decision, but in no event shall the MUNICIPALITY be obligated to hire any such SHERIFF'S DEPUTY. If this Agreement is terminated for any reason the MUNICIPALITY will fully reimburse the COUNTY for all costs incurred by the COUNTY as a result of the Agreement's termination. Such costs include, but are not limited to, unemployment compensation claims made by O.C.S.O. employees hired by the County to fulfill the terms of this Agreement.

27. The parties shall send, by first class mail, all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any successor in office, to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

28. This Agreement's neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of employment of any SHERIFF'S DEPUTY with the O.C.S.O., any applicable O.C.S.O. employment and/or union contract, and/or any O.C.S.O. rule, regulation, hours of work, shift assignment, order, policy, procedure, directive, ethical guideline, etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any SHERIFF'S DEPUTY and the conduct and actions of any SHERIFF'S DEPUTY. To illustrate, but not otherwise limit, this Agreement does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

a. The complete and unilateral discretion of the SHERIFF to either continue or revoke the depulization of any SHERIFF'S DEPUTY, or any other person who, in the SHERIFF'S sole judgment, he does not believe is qualified or otherwise fit to be a SHERIFF'S DEPUTY.

b. The O.C.S.O.'s sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, realign, transfer, promote, reclassify, discipline, demote, layoff, terminate, discharge any SHERIFF'S DEPUTY and/or any and all SHERIFF'S DEPUTY's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any SHERIFF'S DEPUTY with the O.C.S.O., subject only to its collective bargaining Agreements.

c. The SHERIFF's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any SHERIFF'S DEPUTY, any necessary SHERIFF'S DEPUTY's training standards or proficiency levels, any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any SHERIFF'S DEPUTY performing any O.C.S.O. duty or obligation under the terms of this Agreement.

29. The SHERIFF and the COUNTY reserve to themselves any rights and obligations relating to the provision of any and all police under governmental LAW ENFORCEMENT.
SERVICES, and this Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of either the SHERIFF, the COUNTY, and/or any SHERIFF'S DEPUTY. The COUNTY and the SHERIFF further acknowledge and agree that this Agreement is neither intended, nor shall it be interpreted, so as to create, grant, modify, supersede, alter, or change, in any manner or form, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any SHERIFF'S DEPUTY or any SHERIFF'S DEPUTY'S agent(s), representative(s), union(s), or the successor(s) or assigns of any of them.

30. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.

31. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

32. This Agreement shall be binding upon the COUNTY, the SHERIFF, and the MUNICIPALITY to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

33. This Agreement, consisting of seventeen (17) pages, including SCHEDULE A, SCHEDULE B, and SCHEDULE C (incorporated herein), sets forth the entire Agreement between the O.C.S.O. and the MUNICIPALITY with regard to the O.C.S.O.'s provision of LAW ENFORCEMENT SERVICES and/or any SHERIFF'S DEPUTY'S services to the MUNICIPALITY, and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms of this Agreement are contractual and are not mere recitals and that there are no other agreements, understandings, or representations between the O.C.S.O. and the MUNICIPALITY in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and Emergency Manager appointed under the Local Government and School District Fiscal Responsibility Act, Act No. 4 of Public Acts of 2011 or the Emergency Financial Manager appointed under the Local Government Fiscal Responsibility Act, Public Act 72 of 1990, and if no Emergency Manager or Emergency Financial Manager is in place, the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) according to the procedures set forth in this Agreement.
IN WITNESS WHEREOF, LOUIS SCHIMMEL, Emergency Financial Manager for the MUNICIPALITY, hereby acknowledges that he has been authorized by the Local Government Fiscal Responsibility Act, Public Act 72 of 1989 to execute this Agreement on behalf of MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this Agreement on this ______ day of ________, 2012.

WITNESSES:

CITY OF PONTIAC, a Michigan Municipal Corporation:

[Signature]

LOUIS SCHIMMEL, Emergency Financial Manager

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the COUNTY OF OAKLAND and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of the Agreement on this ______ day of ________, 2012.

WITNESS:

COUNTY OF OAKLAND, a Michigan Municipal Corporation

[Signature]

MICHAEL J. GINGELL, Chairperson, Oakland County Board of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, a Michigan Constitutional Officer, hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of the Agreement on this ______ day of ________, 2012.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan Constitutional Officer

[Signature]

MICHAEL J. BOUCHARD, Oakland County Sheriff
Pursuant to paragraph 24 of the 2012 Law Enforcement Services Agreement between the COUNTY and the CITY OF PONTIAC, the parties hereby agree to amend said contract in accordance with the attached Schedule A.

All other contractual provisions, of the 2013 Law Enforcement Services Agreement not otherwise affected by the attached Schedules A, remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 4 to the 2013-2015 Law Enforcement Services Agreement, ("Amendment") and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Louis Schimmel, Emergency Manager of the City of Pontiac, hereby acknowledges that he hereby executes this Amendment on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment.

EXECUTED: Louis Schimmel
Emergency Manager
DATE: 7-29-13

WITNESSED: City of Pontiac
DATE: 7-29-2013

IN WITNESS WHEREOF, Michael J. Gingell, 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 Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: Michael J. Gingell
Chairperson
DATE: 8-1-13

WITNESSED: County of Oakland
DATE: 8-1-13
WISCELLAEOUS RESOLUTION

BY: Public Services Committee, Bill Dwyer, Chairperson

IN RE: Sheriff's Office-Contract Amendment 24 for Law Enforcement Services in the City of Pontiac-2013-2015

To the Oakland County Board of Commissioners,
Chairperson, Ladies and Gentlemen,

WHEREAS the City of Pontiac has contracted with the Oakland County Sheriff's Office to provide law enforcement services for the City (M.R. #12314), and

WHEREAS this contract has been amended by M.R. #12051 and M.R. 13110; and

WHEREAS paragraph 24 of this Contract provided that an amendment to this Contract must be approved by a resolution of the Oakland County Board of Commissioners and the Emergency Financial Manager for the City of Pontiac, and

WHEREAS the City of Pontiac through its Emergency Manager has approved a proposed amendment to the contract (Schedule A Deputy Contract) which would reduce one (1) Patrol Investigator bringing the total of Patrol Investigators to __________ and the total number of FTE contracts to __________; and

WHEREAS the Sheriff has agreed to delete one (1) Patrol Investigator for the City of Pontiac under the terms of this contract.

NOW THEREFORE, BE IT RESOLVED that the Oakland County Board of Commissioners approves an amendment to the original Schedule A (Sheriff Deputes Contracted) of the Oakland County Sheriff's Office 2013-2015 Law Enforcement Services Agreement with the City of Pontiac to delete one (1) Patrol Investigator for the period August 1, 2013 to December 31, 2015.

BE IT FURTHER RESOLVED the Oakland County Board of Commissioners authorizes its Chairperson to execute and enter into this Amendment on behalf of the County of Oakland.

BE IT FURTHER RESOLVED that one (1) Sheriff Deputy II position be deleted in the Patrol Services Division (Pontiac Unit #8310999) of the Sheriff's Office for the period July 1, 2013 to December 31, 2015.

BE IT FURTHER RESOLVED that one (1) marked vehicle with video camera, mobile and drop radio be deleted from the county fleet.

BE IT FURTHER RESOLVED that this amendment will take effect August 1, 2013.

Chairperson, on behalf of the Public Services Committee, move the adoption of the foregoing resolution

PUBLIC SERVICES COMMITTEE
## SCHEDULE A

### SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY

<table>
<thead>
<tr>
<th>Rank(s) of Sheriff's Deputies</th>
<th>Number(s) of Sheriff's Deputies Contrated</th>
<th>Bi-Weekly Charge to Municipality in 2013</th>
<th>Annual Costs 2013</th>
<th>Bi-Weekly Charge to Municipality in 2014</th>
<th>Annual Costs 2014</th>
<th>Bi-Weekly Charge to Municipality in 2015</th>
<th>Annual Costs 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain</td>
<td></td>
<td>$7,352.05</td>
<td>$7,404.01</td>
<td>$7,570.50</td>
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<tr>
<td>Lieutenant</td>
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<td>$5,354.64</td>
<td>$5,641.59</td>
<td>$6,571.60</td>
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<td>Patrol Sergeant</td>
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<td>$5,891.31</td>
<td>$5,892.30</td>
<td>$5,775.60</td>
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<tr>
<td>Detective Sergeant</td>
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<td>$5,743.70</td>
<td>$5,845.97</td>
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<tr>
<td>Deputy II (no-fill)</td>
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<td>$5,714.60</td>
<td>$5,705.73</td>
<td>$5,870.75</td>
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<td>Deputy II (no-fill)</td>
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<td>$4,366.61</td>
<td>$4,360.20</td>
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<td>Deputy II (no-fill)</td>
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<td>$4,558.77</td>
<td>$4,663.23</td>
<td>$4,739.87</td>
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<td>$5,114.07</td>
<td>$5,303.01</td>
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<td>Deputy I (no-fill)</td>
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<td>$4,485.07</td>
<td>$4,560.08</td>
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<td><strong>SUB-TOTAL</strong></td>
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<td>Estimated Overtime</td>
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<td>Front desk and building</td>
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<td>security PTNE</td>
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<td>Deputy's hours per day</td>
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<td>Always 12 hours per week</td>
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<td>PTNE Office Assistants</td>
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<td>$10,075.164</td>
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<td>$11,523.029</td>
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</tbody>
</table>

**NOTE:** For each PATROL DEPUTY II (NO-FILL) identified above, ONLY the O.C.S.O. shall bear the additional cost to the MUNICIPALITY beyond a subsidy fee. ALL Sheriff's Deputies provide LAW ENFORCEMENT SERVICES TO THE MUNICIPALITY regardless of PATROL DEPUTY II (NO-FILL) role. Any other Sheriff's Deputy shall be used at the discretion of the MUNICIPALITY during any 24-hour patrol shift. Sheriff's Deputies may be required to work additional hours for any reason except those reasons enumerated in Paragraphs 5(b)(1) through Paragraph 5(b)(3) above.

**NOTE:** No Deputy shall be assigned by the O.C.S.O. to perform the duties of any Sheriff's Deputy contracted for and assigned to perform LAW ENFORCEMENT SERVICES under the terms of this Agreement.

*One deputy Investigator shall act as a dedicated Police School Officer within the Police School District.*
APPLICATIONS
Memorandum

To: Sherikia Hawkins, City Clerk

From: Joseph M. Sobota, M.P.A., City Administrator/Community Development Director

Date: June 2, 2015

Re: OPRA application – 50 Wayne

The City of Pontiac received an application for Obsolete Property Rehabilitation Exemption Certificate from Schaffer Development, LLC on May 7, 2015 in conjunction with the plan made for properties commonly known as 50 Wayne or 28 W. Lawrence, being parcel no. 64-14-29-433-003.

Today, under MCL 125.2784, the City’s assessor prepared a determination of value (see attachment). Under MCL 125.2782(f), the City’s assessor certified the property as suffering in excess of 50% of functional obsolescence (see attachment). On December 30, 2002, the Pontiac City Council legally established the Obsolete Property Tax District.

Under MCL 125.2784, before acting on the application, the City Council must hold a public hearing on the application and give public notice to the applicant, the assessor, a representative of the affected taxing units, and the general public. I am recommending that at least 10-days notice be given for the referenced public hearing (law is silent for this hearing, but requires a 10-day minimum to establish the district).

At this meeting, I am requesting that the City Council schedule the public hearing.

MCL 125.2785 states that the legislative body, not more than 60 days after receipt of the application by the clerk, shall by resolution either approve or disapprove the application.

The application states that the property will undergo approximately $2,000,000 in renovations for an interior build out to accommodate up to 100 employees that will be moved to the facility. The total payroll for the facility is expected to be $2,000,000 per year. The requested abatement is for 12 years.

I have attached a copy of the State’s Frequently Asked Questions along with additional information provided by the developer, including the application.
AFFIDAVIT

STATE OF MICHIGAN  
CITY OF PONTIAC  
COUNTY OF OAKLAND  

NOW come David M. Hieber and John McCarthy, of Oakland County Equalization, both being first duly sworn, depose and state as follows:

I, David M. Hieber, MMAO (4), am the Assessor for the City of Pontiac, Oakland County, Michigan and make this affidavit as required in the application for an Obsolete Property Rehabilitation Certificate (PA 146 of 2000) and in conjunction with the plan made for the property commonly known as 50 Wayne St., Pontiac Oakland County, Michigan.

Parcel No.64-14-29-433-003

I, John McCarthy, MAAO (3), did on May 28, 2015 inspect the above referenced parcel in the City of Pontiac and issue the following opinion:

It is my expert opinion that the property at 50 Wayne Street is functionally obsolete, as defined in MCL 125.2652 (s) of the Brownfield Redevelopment Financing Act, as required under MCL 125.2782 (f) of the Obsolete Property Rehabilitation Act. My opinion is based on functional inutility, which is defined as an impairment of the functional capacity of a property or building according to market tastes and standards; equivalent to functional obsolescence because ongoing change renders layouts and features obsolete (Appraisal Institute’s Dictionary of Real Estate Appraisal Fourth Edition). The obsolescence is evident in the layout of the building (was built as a four story office building, with a planned mixed use), as well as, the poor condition of the roof, floors, ceilings, walls, HVAC systems, plumbing, and electrical systems. In the opinion of the assessor, this property suffers in excess of 50% functional obsolescence.

I, David M. Hieber, after inquiry and review of the findings of John McCarthy, as well as, review of the records of the City of Pontiac related to this property find the above referenced property functionally obsolete.

Further deponents sayeth not.

David M. Hieber  

John McCarthy  

Subscribed and sworn to before me this 21st day of June, 2015  

Notary Public, Oakland County Michigan  
My commission expires 9-14-18  

15_aff_fo_64_50wayne.doc
The following frequently asked questions are being provided as a service to assessors and taxpayers to better inform them about the administration of Public Act 146 of 2000, as amended.

Note: The information contained in these frequently asked questions constitutes an analysis of one or more statutes and not legal advice. Since the analysis is limited to general statutory requirements, individual facts may result in different conclusions being reached. Therefore, individuals may wish to consult legal counsel.

1. **What is an Obsolete Property Rehabilitation Exemption?**

The Obsolete Property Rehabilitation Act (OPRA), PA 146 of 2000, as amended, provides tax exemptions for commercial and commercial housing properties that are rehabilitated and meet the requirements of the Act. Properties must meet eligibility requirements including a statement of obsolescence by the local assessor. The property must be located in an established Obsolete Property Rehabilitation District. Exemptions are approved for a term of 1-12 years as determined by the local unit of government. The property taxes for the rehabilitated property are based on the previous year’s (prior to rehabilitation) taxable value. The taxable value is frozen for the duration of the exemption. Additionally, the State Treasurer may approve reductions of half of the school operating and state education taxes for a period not to exceed 6 years for 25 applications annually. Applications are filed, reviewed and approved by the local unit of government, but are also subject to review at the State level by the Property Services Division. The State Tax Commission (STC) is responsible for final approval and issuance of OPRA certificates. Exemptions are not effective until approved by the STC.

2. **Who establishes an Obsolete Property Rehabilitation District?**

The legislative body of a qualified local governmental unit may establish an Obsolete Property Rehabilitation District on its own initiative or upon a written request filed by the owner(s) of property comprising at least 50% of all taxable value of the property located within the proposed Obsolete Property Rehabilitation District.

3. **How do I apply for an Obsolete Property Rehabilitation Exemption Certificate?**

An application for the Obsolete Property Rehabilitation Exemption can be found at the Michigan Department of Treasury website: [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

File two (2) copies of the completed application and all attachments with the clerk of the local governmental unit where the property is located. You must meet the following qualifications of the Act:

a. The property must be located within a qualified local governmental unit defined under MCL 125.2782(k).
Frequently Asked Questions
Obsolete Property Rehabilitation Act
(PA 146 of 2000, as amended)

b. The property must be located within an obsolete property rehabilitation district defined under MCL 125.2782(i)

c. The property has been determined by the assessor to be an obsolete property defined under MCL 125.2782(h).

4. Are there provisions in the application process which are time sensitive?

Yes. To guarantee same year approval, applications must be completed and received by the State Tax Commission no later than October 31st. Applications received after October 31st will be processed based on staff availability.

5. Who determines if a facility qualifies for an Obsolete Property Rehabilitation Exemption Certificate?

Initially, that determination is made when the application is filed and reviewed by the local governmental unit. However, the local governmental unit's determination is reviewed and either approved, modified, or denied by the State Tax Commission (STC). The STC determination is based partly on the assessor's statement of obsolescence, which requires the assessor to visit the site and determine that the property is obsolete.

6. Can an application for an Obsolete Property Rehabilitation Exemption Certificate be denied?

Yes. An application can be denied at the local governmental unit level or by the State Tax Commission if all of the requirements were not met by the applicant.

7. Can a decision of the State Tax Commission (STC) regarding an Obsolete Property Rehabilitation Exemption Certificate be appealed?

No. Public Act 146 of 2000, as amended, does not give taxpayers appeal rights.

8. What is the term of an Obsolete Property Rehabilitation Exemption Certificate?

The certificate may be issued for a period of at least 1 year, but not more than 12 years. The total amount of time determined for the certificate, including any extensions, shall not exceed 12 years after the completion of the rehabilitated facility. The certificate shall commence with its effective date and end on the December 30th immediately following the last day of the number of years approved.

9. What determines the starting date of an Obsolete Property Rehabilitation Exemption Certificate?

The effective date of the certificate is December 31st immediately following the date of issuance of the certificate by the State Tax Commission.
10. **How is the tax computed on a rehabilitated facility?**

Calculating the obsolete property’s tax is a two-step process.

First, multiply the total mills levied as ad valorem taxes for that year by all taxing units by the taxable value of the real property (excluding land) for the tax year immediately preceding the effective date of the obsolete property rehabilitation exemption.

Second, multiply the local school district operating and state education tax mills by the difference between the taxable value of the real property (excluding land) for the current tax year and the taxable value of the real property (excluding land) for the tax year immediately preceding the effective date of the exemption. Within sixty (60) days after the granting of an obsolete property rehabilitation exemption certificate, the State Treasurer may exempt 50% of these mills for a period of not to exceed six (6) years. The State Treasurer will not grant more than 25 of these exemptions each year.

11. **Are special assessment millage rates impacted by the granting of an Obsolete Property Rehabilitation Act exemption?**

Special assessment millage rates may be impacted. Millage-based special assessments levied under Public Act 33 of 1951 do not apply to property with an Obsolete Property Rehabilitation Act exemption. However, the special assessment would still be applicable to the land on which the Obsolete Property Rehabilitation Act exemption property is located. Conversely, for millage-based special assessments levied under public acts other than Public Act 33 of 1951, property with an Obsolete Property Rehabilitation Act exemption pays on the full special assessment millage rate, the same as any “ad valorem” property.

12. **What happens when an incomplete application for an Obsolete Property Rehabilitation Exemption Certificate is received?**

The applicant will be contacted to submit the required items.

13. **Can an Obsolete Property Rehabilitation Exemption Certificate be transferred?**

Yes. A certificate may be transferred and assigned by the holder of the certificate to a new owner of the rehabilitated facility if the qualified local governmental unit approves the transfer after application by the new owner.

14. **Can an Obsolete Property Rehabilitation Exemption Certificate (OPREC) be revoked? If yes, who holds the authority to do so?**

Yes. The legislative body of the qualified local governmental unit may, by resolution, revoke the Obsolete Property Rehabilitation Exemption Certificate of a facility if it finds
that the completion of rehabilitation of the facility has not occurred within the time authorized by the legislative body in the exemption certificate or a duly authorized extension of that time has not been received. In addition, the certificate may be revoked if the holder of the OPREC has not proceeded in good faith with the operation of the rehabilitated facility in a manner consistent with the purposes of this act and in the absence of circumstances that are beyond the control of the holder of the exemption certificate.

15. When does the revocation of an Obsolete Property Rehabilitation Exemption Certificate take effect?

The revocation of an Obsolete Property Rehabilitation Exemption Certificate is effective the December 31st of the year in which the local governmental unit resolves to revoke the certificate.

16. What is the definition of "commercial property"?

MCL 125.2782(b) defines “commercial property” as:

“Land improvements classified by law for general ad valorem tax purposes as real property including buildings and improvements assessable as real property pursuant to sections 8(d) and 14(6) of the general property tax act, 1893 PA 206; MCL 211.8 and 211.14, the primary purpose and use of which is the operation of a commercial business enterprise. Commercial property shall also include facilities related to a commercial business enterprise under the same ownership at that location, including, but not limited to, office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Commercial property also includes a building or group of contiguous buildings previously used for industrial purposes that will be converted to the operation of a commercial business enterprise or a multiple-unit dwelling or a dwelling unit in a multiple-purpose structure, used for residential purposes. Commercial property does not include any of the following: land or property of a public utility.” (Emphasis added)

17. What is the definition of “obsolete property”?

MCL 125.2782(h) defines “obsolete property” as:

“Commercial property or commercial housing property that is 1 or more of the following:

i. Blighted, as that term is defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381; MCL 125.2652;
Frequently Asked Questions
Obsolete Property Rehabilitation Act
(PA 146 of 2000, as amended)

18. What is the definition of “rehabilitation”?

“Rehabilitation” is defined by MCL 125.2782(1) as:

“changes to obsolete property other than replacement that are required to
restore or modify the property, together with all appurtenances, to an
economically efficient condition. Rehabilitation includes major renovation
and modification including, but not necessarily limited to, the
improvement of floor loads, correction of deficient or excessive height,
new or improved fixed building equipment, including heating, ventilation,
and lighting, reducing multistory facilities to 1 or 2 stories, adding
additional stories to a facility or adding additional space on the same floor
level not to exceed 100% of the existing floor space on that floor level,
improved structural support including foundations, improved roof
structure and cover, floor replacement, improved wall placement,
improved exterior and interior appearance of buildings, and other physical
changes required to restore or change the obsolete property to an
economically efficient condition. Rehabilitation shall not include
improvements aggregating less than 10% of the true cash value of the
property at commencement of the rehabilitation of the obsolete property.”

19. What is the definition of “rehabilitated facility”?

MCL 125.2782(m) defines “rehabilitated facility” as:

“commercial property or commercial housing property that has undergone
rehabilitation or is in the process of being rehabilitated, including
rehabilitation that changes the intended use of the building. A rehabilitated
facility does not include property that is to be used as a professional sports
stadium or casino.” (Emphasis added)

20. What is required of the Local Governmental Unit regarding the yearly status
reporting of Obsolete Property Rehabilitation Exemptions to the State Tax
Commission?

Not later than October 15th of each year, each local governmental unit granting an
Obsolete Property Rehabilitation Exemption shall report to the commission on the status
of each exemption. The report must include the current value of the property to which
the exemption pertains, the value on which the obsolete property rehabilitation tax is based, a current estimate of the number of jobs retained or created by the exemption, and a current estimate of the number of new residents occupying commercial housing property units covered by the exemption.

21. Where can I obtain copies of previously issued Obsolete Property Rehabilitation Exemption Certificates?

Copies of certificates acted upon by the State Tax Commission after January 1, 2013 are available on the Department of Treasury website at: www.michigan.gov/propertytaxexemptions. Choose the exemption program under which the certificate was issued. Within the “Certificate Activity” link, the certificates are listed according to the date they were acted upon.
Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility; (c) Description of the general nature and extent of the rehabilitation to be undertaken; (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility; (e) A time schedule for undertaking and completing the rehabilitation of the facility; (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

### Applicant Information

<table>
<thead>
<tr>
<th>Applicant (Company) Name (applicant must be the OWNER of the facility)</th>
<th>Schaffer Development, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code)</td>
<td>5255 Hudson, Waterford, MI 48329</td>
</tr>
<tr>
<td>Location of obsolete facility (No. and street, City, State, ZIP Code)</td>
<td>50 Wayne St, Pontiac, MI 48342</td>
</tr>
<tr>
<td>City, Township, Village (if different)</td>
<td>Pontiac</td>
</tr>
<tr>
<td>County</td>
<td>Oakland</td>
</tr>
<tr>
<td>Date of Commencement of Rehabilitation (mm/dd/yyyy)</td>
<td>7/1/15</td>
</tr>
<tr>
<td>Planned date of Completion of Rehabilitation (mm/dd/yyyy)</td>
<td>4/1/16</td>
</tr>
<tr>
<td>School District where facility is located (include school code)</td>
<td>Pontiac</td>
</tr>
<tr>
<td>Estimated Cost of Rehabilitation</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Number of years exemption requested</td>
<td>12</td>
</tr>
<tr>
<td>Attach Legal description of Obsolete Property on separate sheet</td>
<td></td>
</tr>
</tbody>
</table>

### Expected project likelihood (check all that apply):

- [X] Increase Commercial activity
- [X] Create employment
- [ ] Retain employment
- [ ] Prevent a loss of employment
- [X] Revitalize urban areas
- [ ] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment: 110

Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion: [X]

### Applicant's Certification

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant’s approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents)
Robert Schaffer

Mailbox Address

Signature of Company Officer (no authorized agents)

### Local Government Unit Clerk Certification

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature

Date application received

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Date Received</th>
<th>LUCI Code</th>
</tr>
</thead>
</table>

FOR STATE TAX COMMISSION USE
LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

| Action Date: _______________________________ |
| Exemption Approved for _____ Years, ending December 30, ________ (not to exceed 12 years) |
| Denied |

Date District Established: ____________ LUCI Code: ____________ School Code: ____________

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFTs) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase personnel activity, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement above should indicate which of these the rehabilitation is likely to result in.

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

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>State Equalized Value (SEV)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Governmental Unit</td>
<td>Date of Action on application</td>
</tr>
</tbody>
</table>

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

<table>
<thead>
<tr>
<th>Name of Clerk</th>
<th>Clerk Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk's Mailing Address</td>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
<td>Email Address</td>
</tr>
</tbody>
</table>

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.
Narrative to accompany OPRA Certificate Request for
50 Wayne, Pontiac, MI

A) General Description of Obsolete Facility

50 Wayne Street (also known as 28 W. Lawrence) is a vacant, four-story, approximately 26,000 SF, former office building in Pontiac's Central Business District. Historical uses have been primarily office, with the most recent notable use being the United Way headquarters. It is unclear how long the property has been vacant.

The building was constructed in the late 1920's. The property includes a small, fenced, parking area behind the building, accessed from the alley. The property also includes a surface parking lot across the street at 40 W. Lawrence. The OPRA is requested for the building and both parking lots.

B) General Description of Proposed Use

The property will be completely renovated and will become the headquarters of IMS and Schaffer Development as well as the North American Headquarters for CT Automotive. Up to 100 employees will be moved to the facility.

C) General Nature of Rehabilitation to be undertaken

This 26,000 SF building will undergo an approximately $2,000,000 renovation to ready the property for our use. This includes general cleaning and repair of the façade, repairs to the roof, repairs to the parking areas, new mechanical, electrical and plumbing systems, and interior build out to accommodate the up to 100 employees that will be moved to the facility.

D) Description of fixed building equipment

As the property will be utilized for primarily office functions, equipment will consist of general office equipment, furniture and interior build out.

E) Schedule for Completing the Rehabilitation

Rehabilitation will commence immediately after receipt of the OPRA Exemption Certificate. It is anticipated that renovations will take approximately 180 days to complete. Assuming the Certificate is in hand by mid-July 2015, the building would be ready for occupancy by mid to late January, 2016.
F) Economic Advantages Expected from OPRA Exemption

The economic advantages expected to be realized from the OPRA exemption are several. The most important benefit to the City of Pontiac will be the tremendous increase in daytime activity in the CBD. These employees will patronize local restaurants and retail establishments, creating a stronger business climate, and the resulting increase in payroll tax from surrounding businesses. Second, the City of Pontiac will realize increased local taxes in the form of payroll taxes upon the employees of the facility. Third, construction employment will have a positive impact upon the area by the creation of the expected 20 FTE construction jobs.

Exterior of 50 Wayne Street, viewed from the southwest
Exterior of 50 Wayne Street, viewed from the west (40 W. Lawrence parking lot is in foreground)

North elevation of 50 Wayne Street
East elevation of 50 Wayne Street, parking lot in foreground is part of the 50 Wayne property.

Ramp from the alley east of 50 Wayne down to parking lot
40 W. Lawrence parking lot that is part of the 50 Wayne property.

Interior of first floor open office area, 50 Wayne
Elevator lobby, 50 Wayne

Typical hallway, floors 2-4, 50 Wayne
Typical office, floors 2-4, 50 Wayne
Disclaimer: The information provided herewith has been compiled from recorded
docs, plats, tax maps, surveys and other public records. It is not a legally recorded
map or survey and is not intended to be used as one. Users should consult
the information sources mentioned above when questions arise. FEMA Floodplain data may
not always be present on the map.

L. Brooke Patterson
Oakland County Executive

Date Created: 4/17/2015
CONSENT AGENDA
Pontiac City Council Resolution

Be It Further Resolved that The Pontiac City Council has accepted the written and oral report for the June 2015 Special Meeting of the Community Development Subcommittee and the June 2015 Law And 50th District Court subcommittee meetings. The City Clerk will properly file and keep all records.
Special Meeting of the Community Development Meeting June 29, 2015 Meeting called to order at 3:00 p.m. closed at 4:00 p.m. Present was Chair Don Woodward, Councilwoman Doris Taylor Burks, Council ProTem, Mary Pietila and Department Head, Joseph Sobota. Minutes were recorded and prepared by Council ProTem Mary Pietila.

With the council’s concerns of the ease of obtaining the SDM (package liquor) License if you already have a SSD license, we felt it necessary to separate the two, into their own ordinances, which would bring it to the attention of the Planning Department; there is a need for further discussion with the City Planner next week. He is on vacation is on this week.

Another item, was the activity which is happening at the two local Coney islands which are Universal Coney Island and Altadonas; in 2013 Mayor Jukowski and the City Administrator talked with both owners and it is reflective with the numbers for calls to service at Altadona’s it is not with double the numbers for calls to service at the same time frame at Universal. We were also sent a video from Substation Command showing the events. A nuisance ordinance is being looked at with intentions of implemented in the near future, which will limit the hours of operation for establishments with a specific number of calls service once it is in accepted by this council.

Another item not on the agenda was discussed and that was Terry tires and the overstocking of tires outside of their buildings. The Fire Marshall was called to address this, and he is checking into state and local laws on this matter. In the meantime it was recognized that Community Development Department has issued a violation, but has not followed up on it. Mr. Sobota the Department Director did assure us it would be looked into.
Law and 50th District Subcommittee Report

Meeting held June 23, 2015

Attendees: Mayor Waterman, Chief Judge Walker, Attorney Hitchcock, President Waterman, Court Administrator Ward, Councilman Carter, Chairman Holland and Attorney Billings. Meeting started @ 5:30 p.m.

Subject: Discuss C.O.L.A. Ordinance amendments waiting on letter from Attorney Hitchcock before we present to full city council for approval.

Chief Judge Walker Discuss building improvements, Court Administrator Ward discuss the part time clerk and the wonderful job she is doing and eventually the position needs to be made full time.

Meeting adjourned 6:45 p.m.
ORDINANCES
July 7, 2015

To: The Honorable City Council

From: Dr. Deirdre Waterman, Mayor

Re: Proposed Temporary Increase to Retirees

Please note that the temporary benefit for GERS will be expiring in August 2015. I am recommending that the temporary increase be extended for one year. The estimated cost for the year is $5,116,320.

The honorable City Council is being asked to adopt the recommended emergency ordinance attached.

Sincerely,

Dr. Deirdre Waterman
Mayor

Enc. Emergency Ordinance, GERS Proposed Temporary Increase to Retirees

DW/jkh
Ordinance No. 2xxx

An ordinance to provide for a limited increase in pension payments for certain members of the General Employee Retirement System.

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2015; and,

Whereas, the City Council desires that this temporary increase continues for at least one more year; and,

Whereas, in order for this temporary increase to continue, the Transition Advisory Board must recommend that the State Treasurer approve an amendment to Order S-307; and,

Whereas, such amendment must be approved by the State Treasurer before September 1, 2015; and,

Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

Section 1. Amendments.

The General Employee Retirement System ordinance shall be amended to read as follows:

a. Section 17.6 shall be amended to add the following language:

   Temporary Pension Increase

   "All persons who are receiving retirement benefits as of August 1, 2015 and who enter pay status through August 1, 2016, shall be entitled to receive an increase in their monthly allowance of four hundred dollars ($400.00) per month beginning September 1, 2015 through August 31, 2016.

Section 2. Severability.

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 5. Emergency Declaration and Effective Date.

This Ordinance is declared an emergency to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council and approval by the Transition Advisory Board and State Treasurer.
City of Pontiac General Employees Retirement System

Actuarial Impact of Proposed Temporary Increase to Retirees

Subject: Proposed Temporary Increase to Retirees

Submitted To: Cecelia Carter, Executive Director

Submitted By: Rodwan Consulting Company -- Sandra W. Rodwan
            Denise M. Jones

Date: June 26, 2015

Proposal Submitted for Valuation

Extend the $400/month temporary increase for all GERS retirees in pay status for an additional year from 9/1/2015 to 8/31/2016.

Valuation Results

The increase in the actuarial accrued liability for this increase was computed to be $5,116,320 (this amount does not include COLA). In the most recent annual actuarial valuation of the Retirement System, accrued assets exceeded actuarial accrued liabilities. The excess was amortized over 30 years and applied as a credit to the Normal Cost contribution. The credit was more than sufficient to completely offset the City's Normal Cost which otherwise would be payable.

The change under consideration would theoretically shorten the period during which excess assets offset the City’s Normal Cost.

Data Submitted for the Valuation

The data for the eligible retirees is the same data used for the December 31, 2014 valuation. The data is summarized below:

<table>
<thead>
<tr>
<th>Number of Eligible Members</th>
<th>1,122</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Current Age</td>
<td>70.7 yrs</td>
</tr>
</tbody>
</table>

Valuation Methods and Assumptions

Valuation methods and assumptions are the same as those used for the annual actuarial valuation of the Retirement System as of December 31, 2014. The 30 year amortization period is the same as the period used for the annual actuarial valuation of the Retirement System.

Rodwan Consulting Company