

# FORMAL MEETING AGENDA

## PONTIAC CITY COUNCIL

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Thursday, May 15, 2014  
5:30 p.m.  
21th Session of the 9<sup>th</sup> Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Members from Meeting

Amendments to and approve of the agenda

Approval of the Minutes

1. May 8, 2014
2. Closed Sessions of May 8, 2014

Mayor or Deputy Mayor Report

Departmental Head Reports

Special Presentation

Community Announcement

Recognition of Elected Officials

Public Hearing

Public Comment

Agreements/Contracts

3. Report received from the City Administrator concerning the DTE streetlight master agreement
4. Report received from the City Administrator concerning the PCM Sales Contract Amendment

Miscellaneous

5. Resolution received for the Honoring Our Elders Celebration.
6. Resolution received for Pinklon Thomas 100<sup>th</sup> Birthday
7. Resolution received for Delta Sigma Theta Pontiac Alumnae Chapter Stand4Peace Day.

Public Comments

Clerk and Council Closing Comments

Adjournment

May 8, 2014

**Official Proceedings  
Pontiac City Council  
20<sup>th</sup> Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, May 8, 2014 at 5:30 P.M. by President Patrice Waterman.

Invocation – Councilman Mark Holland

Pledge of Allegiance

Roll Call

Members Present: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

14-178        **Approval of the Agenda.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

No: None

**Motion Carried.**

14-179        **Journal of May 1, 2014.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

No: None

**Motion Carried.**

14-180        **Approval of Closed Session Minutes on May 1, 2014.** Moved by Councilperson Pietila and supported by Councilperson Woodward.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

No: None

**Motion Carried.**

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14-181        **Resolution for Closed Session.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Whereas, the City's attorney has presented The City letters concerning the status' of the cases of Michael Dougherty vs. The City of Pontiac, and Earnestine Malcheff vs. The City of Pontiac; and

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and,

Whereas, the Pontiac City Council believes than an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the cases of Michael Dougherty vs. The City of Pontiac and Earnestine Malcheff vs. The City of Pontiac.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

No: None

**Resolution Adopted.**

City Council members returned to City Council Chambers at 6:27 p.m. following Closed Session.

14-182        **Resolution for Michael Dougherty vs. City of Pontiac.** Moved by Councilperson Woodward and supported by Councilperson Carter.

Whereas, a lawsuit has been initiated entitled, Michael Dougherty v City of Pontiac; and  
Whereas, a settlement in the amount of Forty Seven Thousand Five Hundred and 00/100 (\$47,500.00) Dollars has been proposed; and

Now, Therefore, It Is Hereby Moved, Seconded and Resolved, that settlement in an amount of up to Forty Seven Thousand Five Hundred and 00/100 (\$47,500.00) Dollars is hereby approved to resolve any and all workers' compensation claims of Michael Dougherty against the City of Pontiac and to include a full, final and complete settlement of any and all claims by Michael Dougherty against the City of Pontiac, other than any vested rights he may have.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

No: None

**Resolution Adopted.**

Mayor Report

May 8, 2014

Department Head Report - City Administrator Joseph M. Sobota M.P.A.

Community Announcement – Dawnaree Demrose

Recognition of Elected Officials – Darryl Fowlkes (Chairman of Charter Revision Commission)  
Yvette Carson (Charter Revision Commission)

President Waterman opened up the Public Hearing on the discussion of moving the boundaries for TIFA District by removing parcel 64-19-03-200-019, commonly known as 2100 S. Opdyke Rd. at 6:31 p.m. (This item is referred to as Item #8)

List of Individuals who commented on Item #8 during Public Hearing; Brother L. Resident of Pontiac wanted to know how he could find out about great projects like this ahead of time before the meeting. District #5 Resident, Councilman Mark E. Holland spoke in favor of the project. District #6 Resident Renee Beckley inquired as to what type of company is it and what would they be making.

President Waterman closed the Public Hearing for Item #8 at 6:36 p.m.

There were 4 individuals who address the body during public comments.

14-183        **Report received from the City Administrator concerning Challenge Manufacturing.** Moved by Councilperson Taylor-Burks and supported by Councilperson Holland.

Whereas, the City of Pontiac has received a request to establish a brownfield district within an existing TIFA district; and,

Whereas, the Pontiac City Council held a public hearing on the request on May 8, 2014 after providing notice as required by law; and,

Whereas, in order for the brownfield district to be established, the parcel must either be removed from the TIFA district or the district must be removed from the TIF development plan; and,

Whereas, because the current parcel's taxable value is significantly below the base value of the parcel, removal from the TIFA district is most desirable; and,

Therefore, be it resolved that the Pontiac City Council shall amend the boundaries of the Tax Increment Finance Authority by removing parcel 64-19-03-200-019, commonly known as 2100 S. Opdyke, and legally described as:

LAND IN THE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING ALL THAT PART OF LOTS 5-9, ALL OF LOT 10, PART OF LOT 11 AND PART OF BELT LINE RAIL ROAD, AS PLATTED, A PART OF "ASSESSOR'S PLAT NO. 110", A PART OF

May 8, 2014

SECTION 3, T. 2 N., R.10 E., AS RECORDED IN LIBER 52 OF PLATS, PAGE 26 OF OAKLAND COUNTY RECORDS, LYING WITHIN THE FOLLOWING DESCRIBED

PARCEL: COMMENCING AT THE NORTHEAST PROPERTY CONTROLLING CORNER OF SECTION 3 (AS PREVIOUSLY SURVEYED BY NOWAK & FRAUS 04-05-07), T. 2 N.,

R.10 E., CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN; THENCE S. 00°36'21" W. ALONG THE EAST LINE OF SAID SECTION 3, 1215.50 FEET; THENCE N. 89°23'39" W., 60.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF CAMPUS DRIVE (WIDTH VARIES) WITH THE WEST LINE OF OPDYKE ROAD (120 FEET WIDE) AND BEING THE POINT OF BEGINNING; THENCE S. 00°36'21" W. ALONG THE WEST LINE OF OPDYKE ROAD, 2060.01 FEET TO A POINT OF DEFLECTION; THENCE S. 00°24'47" E. ALONG THE WEST LINE OF OPDYKE ROAD, 901.82 FEET TO THE NORTHEAST CORNER OF UNIT 5 OF

CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE MASTER DEED THEREOF RECORDED IN LIBER 16667, PAGE 11, OAKLAND COUNTY RECORDS, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM PLAN NO. 1004, AND ANY AMENDMENTS THERETO, AS LAST AMENDED BY EIGHTH AMENDMENT TO MASTER DEED RECORDED IN LIBER 35596, PAGE 855, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTH LINE OF SAID UNIT 5 AND UNITS 21, 22, 40, AND 24 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W., 35.00 FEET, AND (2) N. 00°24'47" W., 20.00 FEET, AND (3) 210.91 FEET ALONG A CURVE TO THE LEFT (RADIUS 215.00 FEET, CENTRAL ANGLE 56°12'23", LONG CHORD BEARS S.61°29'01" W., 202.56 FEET) TO A POINT OF REVERSE CURVATURE, AND (4) 226.24 FEET ALONG A CURVE TO THE RIGHT (RADIUS 225.00 FEET, CENTRAL ANGLE 57°36'46", LONG CHORD BEARS S. 62°11'13" W., 216.83 FEET), AND (5) N. 89°00'24" W., 1422.62 FEET TO A POINT ON THE EASTERLY LINE OF CENTERPOINT PARKWAY (WIDTH VARIES); THENCE THE FOLLOWING SEVEN (7) COURSES ALONG SAID EASTERLY LINE OF CENTERPOINT PARKWAY: (1) N. 45°10'30" W., 432.89 FEET, AND (2) 519.48 FEET ALONG A CURVE TO THE RIGHT (RADIUS 400.00 FEET, CENTRAL ANGLE 74°24'38", LONG CHORD BEARS N. 07°58'11" W., 483.74 FEET), AND (3) N. 29°14'08" E., 299.59 FEET, AND (4) 364.33 FEET ALONG A CURVE TO THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 27°49'59", CHORD BEARS N. 15°19'08" E., 360.76 FEET), AND (5) N. 01°24'09" E., 632.31 FEET, AND (6) 410.89 FEET ALONG A CURVE THE LEFT (RADIUS 750.00 FEET, CENTRAL ANGLE 31°23'22", LONG CHORD BEARS N. 14°17'32" W., 405.77 FEET), AND (7) N. 29°59'13" W., 24.18 FEET TO THE MOST SOUTHERLY CORNER OF UNIT 10 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY AND NORTHERLY LINE OF SAID UNIT 10: (1) N. 01°32'01" E., 299.48 FEET, AND (2) N. 87°51'44" W., 61.57 FEET, AND (3) N. 02°32'55" E., 124.59 FEET TO A POINT, SAID POINT BEING AN INTERIOR LOT CORNER ON THE SOUTH LINE OF UNIT 11 OF SAID CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; THENCE S.

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87°25'59" E., 287.26 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 11; THENCE N. 00°11'13" E. ALONG THE EAST LINE OF SAID UNIT 11, 616.94 FEET, TO A POINT ON

THE SOUTHERLY LINE OF CAMPUS DRIVE (WIDTH VARIES), SAID POINT BEING THE NORTHEAST CORNER OF SAID UNIT 11; THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID SOUTHERLY LINE OF CAMPUS DRIVE: (1) 66.00 FEET

ALONG A CURVE TO THE LEFT (RADIUS 450.00 FEET, CENTRAL ANGLE 08°24'14", LONG CHORD BEARS N. 47°58'00" E., 65.95 FEET), AND (2) N. 44°34'41" E., 56.60 FEET, AND (3) 286.91 FEET ALONG A CURVE TO THE RIGHT (RADIUS 357.00 FEET, CENTRAL ANGLE 46°02'49", CHORD BEARS N. 67°36'06" E., 279.25 FEET), AND (4) S. 89°22'30" E., 723.10 FEET, AND (5) S. 85°22'15" E., 200.49 FEET, AND (6) 253.43 FEET ALONG A CURVE TO THE RIGHT (RADIUS 190.00 FEET, CENTRAL ANGLE 76°25'20", LONG CHORD BEARS S. 51°09'50" E., 235.05 FEET), AND (7) S. 12°57'10" E., 184.05 FEET, AND (8) 333.54 FEET ALONG A CURVE TO THE LEFT (RADIUS 250.00 FEET, CENTRAL ANGLE 76°26'28", LONG CHORD BEARS S. 51°10'24" E., 309.35 FEET), AND

(9) S. 89°23'39" E., 95.72 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 7,075,179 SQUARE FEET OR 162.424 ACRES AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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

**Resolution Adopted.**

14-184      **Report received from the City Administrator concerning a request for amendment to the Oakland County Solid Waste Plan.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

Whereas, Oakland County ("County") has a Solid Waste Management Plan ("Plan") that was prepared in accordance with Public Act 451, as amended, 1994, Part 115; Solid Waste Management; and

Whereas, the law requires that the Plan identify all solid waste landfills, Type A Transfer Stations, and Waste Processing Facilities within the County and that the Plan must be amended if the County desires to include new facilities or sites; and

Whereas, the Oakland County Executive received a request to amend the County Solid Waste Management Plan for the inclusion of a proposed Type A Transfer Station and a Waste Processing Facility to be located on the same piece of property in Pontiac at 900 Baldwin Avenue from Pontiac Baldwin, LLC and Rizzo Properties LLC ("Requested Amendment"); and  
Whereas, the Oakland County Solid Waste Planning Committee ("SWPC"), along with the staff of the Oakland County Economic Development & Community Affairs Department, which is the Designed Planning Agency ("DPA") for Oakland County have met and discussed this requested amendment to the Plan; and

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Whereas, the Oakland County Solid Waste Planning Committee authorized by resolution that the requested amendment be released for the required 90-day public comment period which was held from December 14, 2013 – March 17, 2014 and was widely publicized to all Oakland County municipalities, adjacent counties, the Board of Commissioners, the MI Department of Environmental Quality, SEMCOG and other interested parties; and

Whereas, notice of the public comment period and date of a public hearing was published in The Oakland Press on December 13, 2013 and all corresponding documents were available for public review in the Oakland County One Stop Shop, as well as on the Oakland County website; and Whereas, , the applicants, Baldwin Pontiac, LLC and Rizzo Properties LLC have entered into a host community agreement with the City of Pontiac to provide the City of Pontiac additional benefits; and

Whereas, a public hearing was held on February 26, 2014 at the Oakland County Executive Office Building; and

Whereas, the SWPC met after the end of the 90-day public comment period and reviewed the transcript of the public hearing and considered all written and verbal public comments received during the meetings and public comment period. The SWPC approved the requested amendment and recommended that it be forwarded to the Oakland County Board of Commissioners for consideration; and

Whereas the Oakland County Board of Commissioners approved the requested amendment at its April 17, 2014 meeting; and

Whereas, per Public Act 451, Part 115, Solid Waste Management, Section 11536, it is a requirement that a solid waste plan amendment must receive support via resolution by no less than 67% of the local units of government within the respective county before being sent to the Michigan Department of Environmental Quality for approval;

Now, Therefore Be It Resolved, that the Council of the City of Pontiac does hereby approve the requested amendment to the Oakland County Solid Waste Plan for the inclusion of a Type A Transfer Station and Solid Waste Processing Facility to be located at 900 Baldwin Avenue in Pontiac, MI.

Ayes: Carter, Pietila, Taylor-Burks, Waterman and Woodward

No: Holland and Williams

**Resolution Adopted.**

City Clerk Sherikia Hawkins, Councilman Kermit Williams, Councilman Mark Holland, Councilwoman Taylor-Burks, Councilman Don Woodward, Councilman Randy Carter, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments.

Councilman Kermit Williams left meeting at 8:10 p.m.

Councilwoman Taylor-Burks left meeting at 8:26 p.m.

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14-185      **Adjournment.** Moved by Councilperson Pietila and supported by Councilperson  
Holland.

Ayes: Carter, Holland, Pietila, Waterman and Woodward

No: None

**Motion Carried.**

Meeting Adjourned at 8:48 P.M.

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SHERIKIA L. HAWKINS  
CITY CLERK




# AGREEMENTS/CONTRACTS

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# Memorandum

To: Pontiac City Council

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

Date: April 29, 2014

Re: DTE streetlight master agreement

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In an effort to reduce costs in the General Fund and provide better service to our residents, DPW Director King has been in contact with DTE Energy to identify ways to reduce the cost of streetlights and improve service. He reported this project at the last Public Works Committee meeting.

DTE has agreed to convert all 3,377 of the DTE-owned streetlights to LED for the cost of \$1,110,733. This conversion will reduce the annual street lighting bill by \$246,046.

Mr. Schimmel authorized \$1,225,000 for street lighting improvements in the two-year budget. Although the intention was to convert the City-owned streetlights, upon closer analysis, we determined that the City would receive a greater savings by converting DTE-owned streetlights.

DTE has committed to completing the conversion by December 31, 2014 if the attached agreement is approved by the TAB at its May 23, 2014 meeting.

The City Attorney has reviewed the agreement and finds the agreement in order. He noted the cost of the project and deferred judgment on use of funds to the City.

Because DTE is the owner of streetlights, they are considered a single-supplier and thus the bid requirement is waived.

If the City Council agrees with the investment, then City Council is requested to pass the following resolution:

*Resolved, that the City Council approves the Master Agreement for Municipal Street Lighting dated February 24, 2014 and authorizes the City Administrator to execute the agreement.*

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Pontiac ("Customer") as of February 24, 2014.

### RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Customer:

City of Pontiac

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of February 24, 2014 between The Detroit Edison Company ("Company") and City of Pontiac ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated February 24, 2014 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	38076324	
2. Location where Equipment will be installed:	Various locations in the City of Pontiac, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	3,377	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p>Convert 3,377 Option I lights to LED</p> <p><u>Underground</u></p> <p>5 – 400 watt MV to 135 watt LED</p> <p>67 – 100 watt HPS to 65 watt LED</p> <p><u>Overhead</u></p> <p>2,773 – 175 watt MV to 65 watt LED</p> <p>396 – 400 watt MV to 135 watt LED</p> <p>1 – 1000 watt MV to 135 watt LED</p> <p>89 – 100 watt HPS to 65 watt LED</p> <p>4 – 150 watt HPS to 135 watt LED</p> <p>31 – 250 watt HPS to 135 watt LED</p> <p>7 – 400 watt HPS to 135 watt LED</p> <p>4 – 1000 watt HPS to 280 watt LED</p>	
5. Estimated Total Annual Lamp Charges	\$485,252	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,110,733
	Credit for 3 years of lamp charges:	N/A
	CIAC Amount (cost minus revenue)	\$1,110,733
7. Payment of CIAC Amount:	<p>Check for \$370,244 to be paid upon execution of the agreement</p> <p>Check or PO for \$370,244 to be paid when 50% of lights are converted</p> <p>Check or PO for \$370,245 to be paid at completion of project</p>	

8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  <hr style="width: 20%; margin-left: auto; margin-right: auto;"/>
10. Customer Address for Notices:	Terry King 47450 Woodward Pontiac MI 48341



11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least \_\_\_\_ posts and \_\_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_, Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment.

B. Upon the approval of any future MPSC Option 1 tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Customer:

City of Pontiac

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

# MISCELLANEOUS

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RESOLUTION OF THE CITY OF PONTIAC  
HONORING OUR ELDERS  
THE CELEBRATION OF LIFE

WHEREAS, on Saturday, May 17, 2014, the City of Pontiac will be honoring our elders: Mrs. Mary Conrad, Mr. Charles Williams Thomson, Mrs. Opal Clark, Mrs. Dorothy Gilbert, Mrs. Anna Mae Hyde-Edwards, Mrs. Virginia Rose, Mrs. Lena Mae Scott, Mrs. Dorothy Aldo, Mrs. Erma Hirsch, Mrs. Margaret Lee Cooley, Mrs. Elizabeth Garrison, Mrs. Elizabeth Clay, Mrs. Verna Eggleston, Mrs. Annie Cole, Mr. Joe Hodge, Mrs. Clara White, Mr. Henry Broadnax, Jr., Mrs. Dorothy Fekete Lookabaugh, Mrs. Mary Catherine Peterson, Mrs. Mary Foster, Mrs. Marga Brown, Mrs. Mamie Lewis, Mrs. Ora Williams, Mrs. Edna Arvilla Roberts, Mr. Gloucester Stephens, Mrs. Mary Lidell, Mr. Elmer Fuller, Mrs. Juanita Fuller, Mrs. Queen Coleman, Mr. King Solomon Harris, Mrs. Verna Hodge, Mrs. Hattie Manley, Mrs. Ida Christine Elam & Elder Willie George Elam; and,

WHEREAS, The members of the Pontiac City Council along with the Mayor acknowledge the importance of our seniors and their efforts to enhance and build a better community with progress and advancement in the community; and,

WHEREAS, we the members of the Pontiac City Council and the Mayor hereby recognize the valuable and indelible contributions of our seniors.

NOW, THEREFORE, BE IT RESOLVED, that we salute our rare gems of the City of Pontiac with great pride and dignity on the 17<sup>th</sup> day of May, 2014 at the Robert E. Bowen Center.

BE IT FURTHER RESOLVED, that we acknowledge with a heartfelt thank you to **(The Committee Honoring Our Elders)** who dedicated their time to put together such a worthwhile celebration.

\_\_\_\_\_  
Deirdre Waterman, Mayor

\_\_\_\_\_  
Patrice Waterman, President

\_\_\_\_\_  
Mary Pietila, President Pro-Tem

\_\_\_\_\_  
Donald Woodward, Councilman

\_\_\_\_\_  
Randolph Carter, Councilman

\_\_\_\_\_  
Mark Holland, Councilman

\_\_\_\_\_  
Doris Taylor-Burks, Councilwoman

\_\_\_\_\_  
Kermit Williams, Councilman

DATED: Thursday, May 15, 2014

RESOLUTION OF THE CITY OF PONTIAC

**WHEREAS,** in this day and time the family is the basic entity and **Mr. Pinklon Thomas, Sr.**, has been the power and strength of tradition to the Thomas family and that is why it is appropriate to recognize and bestow honor upon him this day; and,

**WHEREAS,** on Tuesday, May 20<sup>th</sup> Mr. Pinklon Thomas, Sr., will celebrate his **100<sup>th</sup> Birthday** with family and friends; and,

**WHEREAS,** the Mayor and members of the Pontiac City Council hereby recognize and acknowledges with great commendations, the value and worth rendered by this noble man a dedicated member of Franklin Road Church; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor and the members of the Pontiac City Council take part in wishing this Centenarian **Mr. Pinklon Thomas, Sr.** a blessed birthday celebration.

**BE IT FURTHER RESOLVED,** that the Mayor and the members of the Pontiac City Council on this 15<sup>th</sup> day of May join in this prestigious honor to celebrate **Mr. Pinklon Thomas, Sr.**, on Sunday, May 18, 2014 at the Franklin Road Church.

\_\_\_\_\_  
DEIRDRE WATERMAN, MAYOR

\_\_\_\_\_  
PATRICE WATERMAN, PRESIDENT

\_\_\_\_\_  
MARY PIETILA, PRESIDENT PRO-TEM

\_\_\_\_\_  
DONALD WOODWARD, COUNCILMAN

\_\_\_\_\_  
RANDOLPH CARTER, COUNCILMAN

\_\_\_\_\_  
MARK HOLLAND, COUNCILMAN

\_\_\_\_\_  
DORIS TAYLOR-BURKS, COUNCILWOMAN

\_\_\_\_\_  
KERMIT WILLIAMS, COUNCILMAN

DATED: May 15, 2014

**PONTIAC CITY COUNCIL RESOLUTION  
FOR THE ADOPTION OF STAND4PEACE DAY**

AT A MEETING OF THE PONTIAC CITY COUNCIL, PONTIAC MICHIGAN, HELD  
AT 5:30 P.M. ON THURSDAY, MAY 15, 2014

Resolution to recognize June 6, 2014 as Stand4Peace Day in the City of Pontiac.

WHEREAS, the Pontiac City Council of the City of Pontiac, Michigan, do hereby find as follows:

WHEREAS, Stand4Peace Day is a movement which will allow our youth, parents, community organizations, and educational staff to demonstrate their dedication to promoting a non-violent, peaceful environment for the citizens of Pontiac.

WHEREAS, the Pontiac Alumnae Chapter of Delta Sigma Theta Sorority, Inc. works to bring awareness to issues important to the citizens of Pontiac, including violence against women, bullying, and domestic violence through awareness campaigns, community outreach, special events and social media; and

WHEREAS, According to the United States Department of Justice, a child is bullied in the United States every seven minutes, and according to the National Association of School Psychologists, an estimated 160,000 students miss school each day due to bullying; and

WHEREAS, According to the United States Department of Justice, from 2003-2012, domestic violence accounted for 21% of all violent crimes; and

WHEREAS, the Pontiac Alumnae Chapter of Delta Sigma Theta Sorority, Inc., youth, parents, and other community organizations engage in the recognition and awareness of peace on June 6, 2014, we encourage all citizens of the City of Pontiac to join with them and participate in Stand4Peace Day now.

NOW THEREFORE BE IT HEREBY RESOLVED by the Pontiac City Council, That the members of this legislative body declare June 6, 2014, as Stand4Peace Day in the City of Pontiac, State of Michigan; and

NOW THEREFORE BE IT FURTHER RESOLVED, That a copy of this resolution be transmitted to the Pontiac Alumnae Chapter of Delta Sigma Theta Sorority, Inc. as a token of our appreciation for their efforts in helping in our community to raise awareness of the importance of peace.

Dated: \_\_\_\_\_

# NOTES

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