

PONTIAC CITY COUNCIL

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



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

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

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

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

3rd Session of the 11th Council
January 18, 2022 at 6:00 P.M.

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

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

January 11, 2022 Meeting Minutes

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

1. Resolution Supporting Webster School National Historic Designation (*Discussion and Action*)
2. Resolution Calling for Consideration of Expanded Recycling Opportunities for Citizens (*Discussion and Action*)
3. Resolution Encouraging Coordinated Community Cleanups (*Discussion and Action*)
4. Resolution to Approve the Appointment of Councilman William Parker, Jr. as City Council Representative to the Pontiac General Employees' Retirement System Board (*Discussion and Action*)
5. Resolution to Approve the Appointments of Linda Watson, Elizabeth Peete, Mattie Lasseigne, and Alternate Elick Shorter to the Board of Review (*Discussion and Action*)

Department of Public Works (DPW)

6. Resolution to Approve the 2022 NoHaz Interlocal Agreement (*Discussion and Action*)

Finance

7. Resolution to Approve a One Year Contract Extension with Waterford Regional Fire Department (*Discussion and Action*)
8. Resolution to Approve Amendment No. 2 of the City of Pontiac Declaratory Trust Agreement (*Discussion*)

Information Technology

9. Resolution to Approve Purchase of Microsoft 365 Solution and Associated Costs (*Discussion*)

Public Comment (Three Minutes Time Limit)

Closing Comments

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

Adjournment

Consent Agenda

MINUTES

**Official Proceedings
Pontiac City Council
2nd Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, January 11, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation- Bishop Theresa Lee, Pastor, New Birth International

Pledge of Allegiance

Moment of Silence

Roll Call

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

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

22-12 **Motion to approve the agenda.** Moved by Councilperson Rutherford and second by Councilperson Parker.

There was discussion on the motion.

- a. **Motion to add Resolution Honoring the Life of Robert Karazim as the new item #3 and Resolution Honoring the Life of Blanche Teasley as new item #4 on the agenda. The remaining items would be renumbered.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

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

No: None

Motion Carried

Then the vote was taken to approve the agenda with amendments.

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

No: None

Motion Carried

Consent Agenda

22-13 **Motion to approve the consent agenda (meeting minutes for January 4, 2022 and the 2022 Meeting Schedule).** Moved by Councilperson Carrington and second by Councilperson Rutherford.

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

No: None

Motion Carried

****2022 Meeting Schedule attached as Exhibit A.****

Subcommittee Reports

The functions and members of the subcommittees were announced.

- A. Communications, Engagement and Operations
Chair: Councilman Goodman
Members: Council Pro Tem Carrington and Council President McGuinness
Alternate: Councilman Parker

- B. Economic Development, Housing and Planning
Chair: Council President McGuinness
Members: Councilman Goodman and Councilman Nicholson
Alternate: Councilwoman Rutherford

- C. Facilities and Property
Chair: Council Pro Tem Carrington
Members: Councilman Parker and Council President McGuinness
Alternate: Councilwoman James

- D. Finance and Personnel
Chair: Councilman Nicholson
Members: Councilwoman James and Councilman Parker
Alternate: Council Pro Tem Carrington

- E. Law and the Courts
Chair: Councilman Parker
Members: TBD (To be determined)
Alternate: TBD

- F. Parks, Recreation and Public Works
Chair: Councilwoman James
Members: Councilman Goodman and Councilwoman Rutherford
Alternate: Councilman Nicholson

- G. Public Safety, Health and Wellness
Chair: Councilwoman Rutherford
Members: Councilman Carrington and Councilwoman James
Alternate: TBD

Recognition of Elected Officials - School Board President Gill Garrett, School Board Treasurer ShaQuana Davis-Smith,

Agenda Address – None

Agenda Items

City Clerk

22-14

Resolution to approve a Proposed Budget Amendment for Fiscal Year 2021-2022 Amend the Elections (191) and Clerk (215) budgets to cover expenses for the Special Election and Charter Commission. Moved by Councilperson Parker and second by Councilperson Rutherford.

Whereas, the City of Pontiac timely approved the FY 2021-2022 budget on June 24, 2021; and
Whereas, the City Clerk is requesting \$23,700 in funds to be transferred from the general fund balance GL Account 101-000-390.000 to the following accounts 101-191-702.004 overtime wages \$1,200; 101-191-740.000 operating supplies \$10,000; 101-191-809.000 services-elections \$10,000; 101-215-809.002 Charter Commission \$2,500; and

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

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

Now therefore, be it resolved that the City Council approves the budget amendment for fiscal year 2021-22 budget transferring \$23,700 from general fund balance GL Account 101-000-390.000 to the following accounts 101-191-702.004 overtime wages \$1,200; 101-191-740.000 operating supplies \$10,000; 101-191-809.000 services-elections \$10,000; 101-215-809.002 Charter Commission \$2,500.

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

No: None

Resolution Passed

22-15 **Resolution Celebrating Rev. Dr. Martin Luther King, Jr.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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

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

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

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

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

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

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

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

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

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

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

Resolution Passed

22-16 **Resolution Honoring the Life of Robert Karazim.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac, Michigan has been privileged to have many exemplary civic volunteers serve on City Board and Commissions over the decades, whose hard work and dedication directly improved the quality of life for our citizens;

Whereas, Mr. Robert G. Karazim was a resident representative on the Pontiac Historic District Commission for the City for many years, working to preserve and enhance the multiple historic districts throughout our City;

Whereas, Mr. Karazim also served as a resident representative on the Pontiac Arts Commission for the City, volunteering to advance arts and cultural vitality throughout our community, and he helped establish the Canvas Pontiac initiative in our downtown;

Whereas, Mr. Karazim was a talented craftsman and entrepreneur who labored to restore multiple downtown Pontiac buildings to their historical glory;

Whereas, Mr. Karazim had an immensely positive impact on our City, his downtown Pontiac neighborhood, his friends, and his family;

Whereas, Mr. Karazim passed away January 9, 2022 at the age of 67, which is a tremendous loss to our entire community;

Now, Therefore, Be It Resolved, the Pontiac City Council hereby mourns the passing of Mr. Robert G. Karazim; and

Further Resolved, the Pontiac City Council expresses our deepest gratitude for Mr. Karazim's dedicated service to our City and to the citizens whose lives he enriched; and

Further Resolved, he will be remembered by this Council and the entire Pontiac community as a dynamic, talented, passionate person who made a positive difference in downtown Pontiac and throughout our City; and

Further Resolved, that we extend our deepest sympathies to his partner Karen Jorgensen and all of his family, friends, neighbors, and colleagues.

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

Resolution Passed

22-17 **Resolution Honoring the Life of Blanche Teasley.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the City of Pontiac, Michigan has been privileged to have many exemplary civic volunteers serve on City Board and Commissions over the decades, whose hard work and dedication directly improved the quality of life for our citizens;

Whereas, Ms. Blanche Teasley worked for the City at Pontiac General Hospital for many years, serving with dedication and passion until her retirement;

Whereas, Ms. Teasley remained active in her retirement by following the activities of the City of Pontiac General Employees' Retirement System and continued her community involvement including at Welcome Missionary Baptist Church, and remained a resident of the City on Auburn Avenue;

Whereas, Ms. Teasley had an immensely positive impact on our City, her hospital coworkers, her fellow retirees, her neighbors, and her beloved family;

Whereas, Ms. Teasley passed away January 5, 2022 at the age of 81, which is a tremendous loss to our entire community;

Now, Therefore, Be It Resolved, the Pontiac City Council hereby mourns the passing of Ms. Blanche Teasley; and

Further Resolved, the Pontiac City Council expresses our deepest gratitude for Ms. Teasley dedicated service to our City and to the citizens whose lives she enriched; and

Further Resolved, she will be remembered by this Council and the entire Pontiac community as a wonderful human being who made a positive difference in our City; and

Further Resolved, that we extend our deepest sympathies to her family, friends, neighbors, and colleagues.

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

Resolution Passed

Department of Public Works (DPW)

22-18 Resolution to approve the 2022 No Haz Interlocal Agreement. Moved by Councilperson Nicholson and second by Councilperson Carrington. There was discussion on the motion.

22-18 Motion to postpone Resolution to approve the 2022 No Haz Interlocal Agreement for one week. Moved by Councilperson James and second by Councilperson Parker.

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

Motion Carried

Finance

22-19 Resolution to approve a One Year Contract Extension with the Waterford Regional Fire Department. Moved by Councilperson Carrington and second by Councilperson Rutherford. There was discussion on the motion. Councilman Nicholson requested more information from the Waterford Regional Fire Department and Councilman Parker ask about their staffing plan.

22-19 Motion to postpone Resolution to approve a One Year Contract Extension with the Waterford Regional Fire Department for one week. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

Motion Carried

22-20 Resolution to approve the budget amendment for Fiscal Year 2021-2022 Budget, transferring \$55,000 out of the General Fund Balance GL account 101-101-804.000 – Legal Services and \$55,000 is transferred into the Capitol Improvement Fund, GL account 445-265-976.01 – Building Additions & Improvements to support the Pontiac Skate Park Project. Moved by Councilperson Rutherford and second by Councilperson Carrington.

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

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

WHEREAS, at the direction of the Administration, a budget amendment was proposed to replace the funds back into the Capital Improvement Fund; and,
WHEREAS, subsequently, in a letter dated November 23, 2021, addressed to Mayor Waterman from the Oakland County Board of Commissioners, the Board of Commissioners expressed their interest to partner on the construction of the new skate park as part of the Skatepark Project (formerly the Tony Hawk Foundation) matching grant initiative (*letter attached*); and,
WHEREAS, on December 1, 2021 and at a Board of Commissioners' Economic Development & Infrastructure Committee meeting, the Committee considered and passed a resolution allocating funds dollar for dollar, up to **\$125,000.00** matching with any city and other locally raised funds, securing the full match the Skatepark Project made available to Pontiac; and,
WHEREAS, due to the recent change of events and as a consequence of the delightful **\$125,000.00** commitment from Oakland County to the Skate Park Project, the City of Pontiac's matching obligation has been substantially reduced to **\$55,000.00**; and,
WHEREAS, to fund the current appropriation, **\$55,000.00** is to be transferred out of the General Fund Balance GL account 101-101-804.000- Legal Services into the Capital Improvement Fund; and,
WHEREAS, to date, the City of Pontiac has not advanced or submitted any payments on behalf of the Project.
NOW THEREFORE BE IT RESOLVED that the City Council approves the budget amendment for Fiscal Year 2021-22 Budget, transferring **\$55,000.00** out of the General Fund Balance GL account 101-101-804.000- Legal Services and **\$55,000.00** is transferred into the Capital Improvement Fund, GL account 445-265-976.01-Building Additions & Improvements.

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

22-21 Resolution to approve budget amendment to Increase Budgeted Revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 – Grant Income, and Appropriations in the amount of \$90,000 in a General Fund Account due to the Acceptance of the \$90,000 Grant from Nextfifty Initiative to Support Infrastructure Improvements at Pontiac Senior Centers. Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac was awarded a \$90,000 grant from the NextFifty Initiative; and;
WHEREAS, the grant is for the purpose of renovating and updating structurally deficient, unsafe and/or inaccessible facilities so that they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways, and;
WHEREAS, the grant award from NextFifty Initiative does not have a matching requirement; and;
WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2021-2022 in the amount of \$90,000 for grant income, and increase the appropriations in the amount of \$90,000, representing grant expenditures.
WHEREAS, the increased appropriations will not cause the fund balance in the General Fund to go below the policy mandated thresholds and;
NOW THEREFORE, be resolved that the City Council approves the budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 -Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.

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

Planning

22-22 Resolution to approve Zoning Map Amendment {ZMA 21-04} at 327 Midway, PIN 64-14-33-407-035, 036 & 037 from R-1 One Family Dwelling to C-1 Local Business Zoning District.

Moved by Councilperson Rutherford and second by Councilperson Carrington.

There was discussion on the motion. During the discussion a Motion to postpone Resolution to approve Zoning Map Amendment {ZMA 21-04} at 327 Midway, PIN 64-14-33-407-035-036 & 037 from R-1 One Family Dwelling to C-1 Local Business Zoning District for one week. Moved by Councilperson Goodman and second by Councilperson Parker. Discussion. Councilperson Goodman withdrew his motion and Councilperson Parker withdrew his second.

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

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

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

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

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

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

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

No: None

Resolution Passed

Public Comment

Eight individuals addressed the body during public comment

1. Lloyd Gary
2. Chuck Johnson
3. Quincy Stewart
4. Kenny Anderson
5. Gloria Miller
6. H. Bill Maxey
7. Tameka Ramsey
8. James Sabisch

Mayor, Clerk and Council Closing Comments

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

January 11, 2022 Draft

Adjournment

22-23 **Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 8:52 p.m.

Garland S. Doyle
Interim City Clerk

DRAFT



The Pontiac City Council

Announces

THE 2022 SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL

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

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

Internet website where meetings are posted www.pontiac.mi.us

The dates are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#1

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Supporting Webster School National Historic Designation

Whereas the City of Pontiac, Michigan has through the centuries been home to many noteworthy structures with various residential, commercial, industrial, and civic purposes;

Whereas many Pontiac civic structures, including school buildings, have been architecturally and culturally significant landmarks for past and present City residents that enhance our quality of life;

Whereas Elmer R. Webster School located at 640 West Huron Street in Pontiac was constructed in 1920 and 1921 by the School District of the City of Pontiac as an aesthetically stunning structure that incorporated many educational design innovations and has been prominent in our City for a century;

Whereas among other noteworthy historical contributions, Webster School is one of the few remaining sites that were a focus of the successful federal lawsuit filed against the School District to rectify decades of administrative racial segregation of both schoolchildren and staff members, and the ensuing nationally significant policies employed to integrate students of this school and surrounding schools;

Whereas many beloved significant buildings in our City have been demolished through the decades and since its closure in 2006 Webster School has been vacant, damaged, vulnerable, sold by the School District, had ownership change multiple times, and is now held by the Micah 6 Community nonprofit organization that is working to redevelop the site into the Webster Community Center;

Whereas HopkinsBurns Design Studio has conducted thorough research on Webster School and has nominated the site to the National Register of Historic Places, which is the official list of places worthy of historic preservation in the United States through the National Park Service;

Whereas the Michigan State Historic Preservation Review Board will be considering nine sites throughout the state that have been nominated for addition to the National Register of Historic Places, including the Webster School nomination, at their January 2022 Board Meeting;

Therefore, Be It Resolved, the Pontiac City Council strongly affirms that the Elmer R. Webster School is a site of local, state, and national historical significance worthy of preservation; and further

Resolved, the City Council advocates for the Michigan State Historic Preservation Review Board to favorably consider Webster School's nomination to the National Register of Historic Places; and further

Resolved, the City Council encourages our City to consider the substantial value to our quality of life and economic development potential when we proactively preserve our noteworthy sites; and further

Resolved, the City Council requests that the organizations pursuing renovation of the Webster School structure and its repurposing as the Webster Community Center shares updates with the City on their progress of this challenging, worthwhile endeavor.

PONTIAC CITY COUNCIL • Pontiac, Michigan • January 18, 2022

Mike McGuinness, Council President

Mikal Goodman, Councilmember

Brett Nicholson, Councilmember

Melanie Rutherford, Councilmember

William A. Carrington, President Pro Tem

Kathalee James, Councilmember

William Parker, Jr., Councilmember



#2

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Consideration of Expanded Recycling Opportunities for Pontiac Residents

Whereas the City of Pontiac, Michigan strives to provide multiple services available to Pontiac residents to improve their quality of life and to facilitate cleaner Pontiac neighborhoods;

Whereas the City contracts with service providers and governmental agencies for various sanitation, recycling, hazardous waste removal, and other environmental needs;

Whereas, through those contracted services, Pontiac residents are afforded the ongoing opportunity to drop off their recyclable materials every weekend at the Pontiac City Hall parking lot;

Whereas in past years the one large recycling receptacle placed at the City Hall parking lot would very quickly be filled with residents' recyclable material, severely limiting the number of residents who were able to utilize that drop off recycling service;

Whereas within the past two years it has been expanded to two large recycling receptacles placed at the City Hall parking lot each weekend, which was a very helpful accommodation for residents, though those two receptacles are also often fully utilized even with that ongoing service rarely being communicated to the City's residents;

Whereas Pontiac's contracted services in recent years have also included other subscription or complimentary recycling options for Pontiac residents in recent years, the offering of which was determined in large part by the financial resources of our municipal government; now, therefore be it

Resolved, the Pontiac City Council calls for the consideration by the City of Pontiac's new Mayor and Administration for future expanded recycling opportunities for Pontiac residents as the municipal government's financial resources allow; and further

Resolved, the City Council encourages the new Mayor and Administration to consider the short-term possibility of increasing the number of recycling receptacles at the City Hall parking lot or other strategic locations in our City, depending on the cost implications with the contracted service provider and the logistical considerations of site locations; and further

Resolved, the City Council requests from the new Mayor and Administration that the status of current recycling opportunities be verified, that they be updated on the City's website to reflect the current status, and that they be communicated more broadly throughout the year with Pontiac residents.

Pontiac City Council • Pontiac, Michigan • January 18, 2022

Mike McGuinness, Council President

Mikal Goodman, Councilmember

Brett Nicholson, Councilmember

Melanie Rutherford, Councilmember

William A. Carrington, President Pro Tem

Kathalee James, Councilmember

William Parker, Jr., Councilmember



#3

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Encouraging Coordinated Community Cleanups

Whereas the City of Pontiac, Michigan recognizes that the quality of life of our residents is dramatically improved when we have cleaner Pontiac neighborhoods and cleaner Pontiac parks;

Whereas the City contracts with service providers and governmental agencies for various sanitation, recycling, hazardous waste removal, and other environmental needs, and is still overcoming systemic municipal finance limitations to deliver the maintenance and enhancement of our public parks and other public spaces that we desire to provide for our residents;

Whereas through the initiative of dedicated residents, business owners, nonprofit organizations, congregations, fraternities, sororities, students, and many others, many of our City's public spaces have been cared for and cleaned throughout the year;

Whereas in recent years multiple community cleanups often are concentrated in the months of April and May each year, and have been able to garner continued volunteer support;

Whereas there is an emerging effort by community organizations to strategically coordinate cleanup activities, including by the Friends of Pontiac Parks and the Pontiac Collective Impact Partnership;

Whereas we can make a more pronounced, positive impact when we coordinate our volunteer efforts as a community; now, therefore be it

Resolved, the Pontiac City Council encourages interested Pontiac residents, business owners, nonprofit organizations, congregations, fraternities, sororities, students, elected officials, and the City of Pontiac municipal government to begin planning for coordinated cleanup efforts this April and May, as well as throughout the entire year; and further

Resolved, the Council commits to partner with community organizations interested in coordinating cleanup efforts in our parks, in our neighborhoods, and along our corridors; and further

Resolved, the Council requests that interested residents and organizations express their interest in participating in coordinated cleanups to our City Council offices; and further

Resolved, the Council requests the new Mayor and Administration assess the municipal resources or services that can be made available to bolster these coordinated community cleanup efforts; and further

Resolved, the Pontiac City Council celebrates the commitment, dedication, creativity, and generosity of the Pontiac residents who have voluntarily labored to clean our City's parks and neighborhoods.

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Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

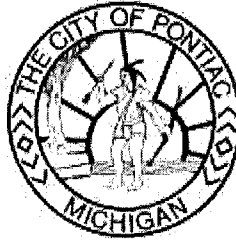
Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*

#4

RESOLUTION

Pontiac City Council Resolution



Resolution to Approve the Designation of Councilman William Parker, Jr. as the City Council Representative to the City of Pontiac General Employees' Retirement System Board of Trustees.

WHEREAS, the Pontiac City Council selects a Member of its Council to serve as a Trustee on the City of Pontiac General Employees' Retirement System and the City of Pontiac Reestablished General Employees' Retirement System Board of Trustees; and,

WHEREAS, then-Councilwoman Patrice Waterman served as a GERS Board Trustee on behalf of the Pontiac City Council during her tenure in previous sessions of the City Council, but her term on the Pontiac City Council has now ended; and,

WHEREAS, the current Pontiac City Council is committed to continuing the active participation and hard work demonstrated by former Councilwoman Waterman on the GERS Board.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council designates Pontiac City Councilman William Parker, Jr. to serve as a Trustee on the City of Pontiac General Employees' Retirement System Board of Trustees and the City of Pontiac Reestablished General Employees' Retirement System Board of Trustees; and further,

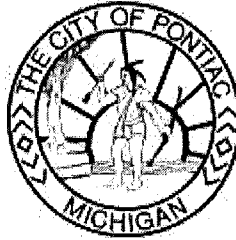
RESOLVED, we acknowledge the effective service of the Honorable Patrice Waterman on behalf of previous Pontiac City Council sessions on the City of Pontiac GERS Board.

JANUARY 18, 2022

#5

RESOLUTION

Pontiac City Council Resolution



Resolution to approve the appointments of Linda Watson, Elizabeth Peete, Mattie Lasseigne and alternate Elick Shorter to the Board of Review.

WHEREAS, section 5.402 of the Pontiac City Charter requires the City Council to appoint three electors of the City, annually, to the Board of Review before that Board's first meeting; and,

WHEREAS, in addition to the charter requirement of being an elector, all members of the Board of Review must attend and receive training prior to attending the first meeting; and,

WHEREAS, Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate Elick Shorter have effectively served on the Board of Review and are generously willing to continue their service to the City of Pontiac.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council appoints Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate, Elick Shorter, to serve as members to the Board of Review.

JANUARY 18, 2022

#6

RESOLUTION



ECONOMIC DEVELOPMENT
& COMMUNITY AFFAIRS

OAKLAND COUNTY EXECUTIVE DAVID COULTER

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

November 18, 2021

Dear NoHaz Consortium member:

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

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

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

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

Information should be sent to the following address:

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

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

Sincerely,

Bret Rasegan, Manager
Oakland County Planning and Local Business Development

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

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

1. INTRODUCTORY STATEMENTS

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

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

3. **GOALS OF THE PROGRAM:**

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

4. **OBJECTIVES OF THE PROGRAM:**

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

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

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

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

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

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

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

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

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

7. **MUNICIPALITY'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.

10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.

11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. **FINANCIAL RESPONSIBILITIES**

12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.

12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of

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

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

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

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

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

13. MUNICIPALITY'S FAILURE TO PAY

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

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

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

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

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

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

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. **AGREEMENT APPROVAL AND AMENDMENT**

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

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

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

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

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

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____

DATE: _____

Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

EXHIBIT A

2022 Projected NoHaz Budget

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

EXHIBIT B - 2022 Estimated Costs –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

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

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

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

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

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

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

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

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

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

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

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

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

#7

RESOLUTION



CITY OF PONTIAC FINANCE DEPARTMENT

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

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

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

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



CITY OF PONTIAC FINANCE DEPARTMENT

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

RESOLUTION

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

WHEREAS, that agreement expires February 1, 2022; and

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

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

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

#8

RESOLUTION



CITY OF PONTIAC FINANCE DEPARTMENT

TO: City Council President Mike McGuinness and City Council Members
FROM: Darin Carrington, Finance Director
CC: Mayor Tim Greimel; Deputy Mayor Khalfani Stephens
DATE: January 12, 2022
RE: Proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust

The Administration is submitting this Proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust Agreement. The proposed amendment involves some of the rules that govern the actions of the Board of Trustees for the City of Pontiac VEBA Trust. More specifically, the proposed amendment would revise the notice requirements for Special Meetings that may be called by the VEBA's Board.

Attached is a memorandum from the VEBA's counsel, Attorney Matt Henzi. As you will find in the attached memorandum, Special Meetings currently require five days written notice. The proposed amendment, would align the VEBA's notice requirement to that of the State's Open Meetings Act. Currently, the minimum notice requirement under the Open Meetings Act is 18 hours. The primary reason for changing the notice requirement is that the Trustees believe there may be time sensitive issues, particularly in January and February 2022, as the VEBA moves toward the start of providing health care benefits.

Amendments to the VEBA Trust require approval by the City's Retiree Association (CPREA) and the City and an unanimous vote of the seven VEBA Trustees, concurred to by Pontiac City Council. The VEBA Trustees have unanimously approved this last month and the City and CPREA subsequently approved same.

This item is hereby submitted for the required concurrence by the City Council and we request approval of the attached Resolution.

ASHERKELLY

ATTORNEYS AT LAW

MEMORANDUM

TO: City Council for the City of Pontiac

FROM: Matthew I. Henzi

RE: Proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust Agreement

DATE: December 27, 2021

Proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust Agreement

The Open Meetings Act, MCL 15.265 requires a public notice stating the date, time, and place of rescheduled regular or special meetings to be posted at least 18 hours before the meeting.

At present, the City of Pontiac VEBA Declaratory Trust Agreement (VEBA Trust) allows special meetings of the Trustees to be called by the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Specifically, Section 4.10 of the VEBA Trust states:

4.10. Meetings. The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The Secretary of the Trustees or his designee, shall be responsible for giving notice of the time and place of such meetings to the other Trustees. Notice of such regular meeting shall be provided to the Trustees at least ten (10) days prior to the scheduled meeting. **Special meetings of the Trustees may be held at the call of the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Special meetings of the Trustees may also be held at any time, without notice, if all Trustees consent in writing thereto.** Notice of all meetings of the Trustees, both regular and special, shall be given to the City and City of Pontiac Retired Employees Association. All meetings of the Trust shall be held subject to the provisions of the Michigan Open Meetings Act, if and to the extent so required.

Recognizing that the Trustees may need to take action where time is of the essence, the VEBA Trustees propose the following amendment to shorten the minimum notice period for special meetings to allow the Trustees to more quickly address time sensitive issues. The Trustees anticipate that there may be issues which require open deliberation and decision making regarding eligibility, investment contracts, transfer of assets, or implementation of retiree health care

benefits, particularly in January and February 2022. Thus, there is good cause for shortening the minimum notice requirement for calling a special meeting of the City of Pontiac VEBA Trust.

4.10. Meetings. The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The Secretary of the Trustees or his designee, shall be responsible for giving notice of the time and place of such meetings to the other Trustees. Notice of such regular meeting shall be provided to the Trustees at least ten (10) days prior to the scheduled meeting. Special meetings of the Trustees may be held at the call of the Chairperson, the Secretary, or any two Trustees ~~upon five days written notice to each Trustee. Special meetings of the Trustees may also be held at any time, without notice, if all Trustees consent in writing thereto.~~ **All regular and special meetings shall be noticed and conducted in accordance with the Open Meetings Act, MCL 15.265 et seq.** Notice of all meetings of the Trustees, both regular and special, shall be given to the City and City of Pontiac Retired Employees Association. All meetings of the Trust shall be held subject to the provisions of the Michigan Open Meetings Act, if and to the extent so required.

Amendments to the VEBA Trust require approval by CPREA and the City and an unanimous vote of the seven VEBA Trustees, concurred to by Pontiac City Council.

The City of Pontiac VEBA Trustees unanimously resolved at their December 15, 2021 meeting to amend the VEBA Trust to shorten the minimum notice period for special meetings. The City and CPREA subsequently approved same. We now request that City Council adopt a resolution concurring in the Amendment.

WHEREAS, the City Council for the City of Pontiac is in receipt of a Memorandum from the City of Pontiac VEBA Trust requesting concurrence in proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust Agreement (“VEBA Trust”);

WHEREAS, The Open Meetings Act, MCL 15.265 requires a public notice stating the date, time, and place of rescheduled regular or special meetings to be posted at least 18 hours before the meeting;

WHEREAS, At present, the City of Pontiac VEBA Declaratory Trust Agreement (VEBA Trust) allows special meetings of the Trustees to be called by the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Specifically, Section 4.10 of the VEBA Trust states:

4.10. Meetings. The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The Secretary of the Trustees or his designee, shall be responsible for giving notice of the time and place of such meetings to the other Trustees. Notice of such regular meeting shall be provided to the Trustees at least ten (10) days prior to the scheduled meeting. **Special meetings of the Trustees may be held at the call of the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Special meetings of the Trustees may also be held at any time, without notice, if all Trustees consent in writing thereto.** Notice of all meetings of the Trustees, both regular and special, shall be given to the City and City of Pontiac Retired Employees Association. All meetings of the Trust shall be held subject to the provisions of the Michigan Open Meetings Act, if and to the extent so required.

WHEREAS, Amendments to the VEBA Trust require approval by CPREA and the City and an unanimous vote of the seven VEBA Trustees, concurred to by Pontiac City Council;

WHEREAS, The City of Pontiac VEBA Trustees unanimously resolved at their December 15, 2021 meeting to amend the VEBA Trust to shorten the minimum notice period for special meetings. The City and CPREA subsequently approved same. The rationale for the Amendment is based on the anticipation that there may be issues related to eligibility, transfer of assets, or implementation of retiree health care benefits that will require timely deliberation and decision making. Thus, there is good cause for shortening the minimum notice requirement for calling a special meeting of the City of Pontiac VEBA Trust; and

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby approves proposed Amendment No. 2 to the City of Pontiac Declaratory Trust Agreement, effective December 28, 2021, attached hereto, to shorten the minimum notice period for City of Pontiac VEBA Trust special meetings and to maintain compliance with Michigan’s Open Meetings Act (MCL 15.265).

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Frank Antoun, Information Technology

THROUGH: Darin Carrington, Finance Director

DATE: January 19, 2022

RE: **Resolution to Approve the Purchase of Microsoft Office 365 Solution and Associated Costs**

EXECUTIVE SUMMARY

The City of Pontiac currently utilizes Office 2016 for its e-mail and office application products. With support expiring for Office 2016, the Information Technology division began exploring options and recommends Office 365. In preparation for this project, \$67,500 was budgeted into the 2021-2022 fiscal year.

STATEMENT OF NEED:

1. City is using an old versions of Microsoft Office and outdated version of email.
2. Must pay for each Microsoft Office installation for same employee if they have 2 computers or want to install Office on their smartphone.
3. Email system being located at City Hall is subject to power and other single point of failure possibilities.

SOLUTION:

1. Implement Microsoft 0365 licensing plan.
2. Install for no additional cost, Office suite on multiple systems and smartphone per licensed user at no additional cost (up to 5)
3. Move email services to Microsoft redundant and secure datacenters to eliminate power and single point of failure possibilities.

COSTS:

1. One-time professional services implementation cost \$37,500
2. Monthly license cost for 130 Licenses \$2,454 monthly (\$29,453/year)

Advantages of Microsoft Solution:

1. Cloud-based system has no hardware to maintain and update.
2. Eliminates Capital investment on hardware and maintenance for email system on-site at City Hall.
3. Subscription based licensing model that is deemed as best practice.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the purchase of the Office 365 and Associated Costs

WHEREAS, The City of Pontiac currently uses obsolete Microsoft Office products and outdated email system and can no longer be expanded to meet the growing needs of the City; and

WHEREAS, The City can utilize a cloud-based Microsoft Office licensing and email system result in a cloud solution to the City; and

WHEREAS, the costs will be a one-time professional services cost of \$37,500, and a monthly operating agreement for 130 licenses at a total cost of \$2,454 monthly cost.

NOW, THEREFORE, HEREBY BE IT RESOLVED that the Pontiac City Council approves the purchase of the Microsoft O365 solution and associated costs including a one-time professional services cost of \$37,500, and annual cost for 130 licenses at a total cost of \$29,453.00 per year; and authorizes the Mayor to enter into the agreements to complete this transaction.

City of Pontiac Microsoft Cloud Strategy

Agenda

- Review Current Microsoft Licensing and Solution
- Review New Microsoft Cloud Strategy
- Review New Estimated Costs & Timeline
- Closing

Pontiac
MICHIGAN

Current Microsoft Licensing and Services

- Current software licensing model is outdated and not portable. Older versions are deployed.
- Microsoft Exchange (Email) is located on-premise at City Hall
 - Costly to manage and maintain Email at City Hall
 - To remain on-premise will result in significant capital investment.

Microsoft Cloud Strategy – Why?

- Transition to a subscription-based license model.
 - Includes access to all current Microsoft versions of Office suite.
 - Billed monthly
- Microsoft Office 365 (O365) provides cloud-based email services and provides the following benefits:
 - Microsoft 365 Managed Services are in multiple datacenters to provide redundancy
 - Ability to install Office Suite on up to 5 devices per licensed user.
 - Email is accessible from anywhere at anytime.
 - Eliminates the requirement of procuring and maintaining costly servers/storage at City Hall.
 - Adds additional features and security measures to protect data.
- Many organizations have or plan to migrate to O365 Services.



New Solution – Estimated Costs

| Description | Projected Monthly Subscription Cost | Projected Annual Subscription Cost |
|--------------------------------------|-------------------------------------|------------------------------------|
| Microsoft Office 365 E3 Subscription | \$2,454 | \$29,453 |

| One Time Costs/Budget | Estimated Cost |
|-----------------------|----------------|
| Implementation Costs | \$37,500 |

** IT has budgeted \$67,140 for FY21/FY22 for this project

Microsoft Cloud Strategy

Thank you for your time today!

