

**PONTIAC CITY COUNCIL
FORMAL MEETING AGENDA**

Thursday, September 17, 2015

5:30 p.m.

93rd Session of the 9th Council

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."

Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approval of the agenda

Approval of the Minutes

1. September 10, 2015
2. September 14, 2015 Special Meeting Minutes

Mayor Report

Departmental Head Reports

Special Presentation

Subcommittee Oral Reports

Community Announcements

Recognition of Elected Officials

Agenda Address

Agenda Items

Old Business

3. Report received from the City Administrator for an offer to purchase lots on Woodward Avenue and Wessen and 217 N. Saginaw. *(Postponed until Real Estate and Community Development Subcommittee on Thursday August 27, 2015; Meeting date for Real Estate Subcommittee has yet to be scheduled.)*
4. Report received from the City Administrator for an offer to purchase 10.4 Acres of Residential Land. *(Postponed to the Real Estate Subcommittee on Thursday, August 27, 2015; Meeting date for the Real Estate Subcommittee has yet to be scheduled.)*
5. Report received from the City Administrator for the Wade Trim Contract Addendum-Code Enforcement Services. *(Originally deferred to Community Development on August 13, 2015 and the Law & 50th District Subcommittee)*

- i. Resolution for Wade Trim regarding a Contract Amendment to increase staffing and services.
- ii. Resolution for the Budget Amendment.

New Business

Agreements/Contracts

5. Report received from the City Administrator regarding NTH Consultants environmental monitoring and reporting for 2015 and 2016.
6. Report received from the City Administrator regarding Weight limits on City roads.

Public Comment

Clerk and Council Closing Comments

Adjournment

September 10, 2015

**Official Proceedings
Pontiac City Council
91st Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, September 10, 2015 at 5:30 P.M. by President Patrice Waterman.

Invocation – Kermit Williams

Pledge of Allegiance

Roll Call

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

15-283 **Approval of the Agenda with 3 Agenda Item Ad-Ons, (Report received for a cost review analysis, report received from the City Administrator regarding road stripping and pavement marking services, and report received from the Mayor regarding the appointment of a Deputy Mayor.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

Ayes: Carter, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: Holland
Motion Carried.

15-284 **Journal of September 3, 2015.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

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

Mayor Waterman Reported

Departmental Head Reports – Joseph Sobota, Sherikia L. Hawkins, Terrance King and John Balint.

Subcommittee Oral Reports – Doris Taylor-Burks, DPW Subcommittee

Community Announcements – Shari Scott and Theresa Delaney

There were 3 individuals who addressed the body during public comments.

September 10, 2015

15-285 **Council scheduled a Special Meeting on Monday, September 14, 2015 at 5:00 p.m.** Moved by Councilperson Woodward and supported by Councilperson Doris Taylor-Burks.

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

No: Carter

Motion Carried.

15-286 **Council scheduled a Public Hearing for the OPRA application request for 40 W. Pike Street.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Be It Further Resolved that the Pontiac City Council scheduled a public hearing on Thursday, September 24, 2015 during regular council meeting at 5:30 p.m. for the Obsolete Property Rehabilitation Exemption Certificate for 40 W. Pike Street.

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

No: None

Resolution Approved.

15-287 **Report received for a Cost Review Comparison.** Moved by Councilperson Williams and supported by Councilperson Carter.

Whereas, the Pontiac City Council is in full support of a cost review comparison of all seasonal contractors and;

Whereas, the Pontiac City Council is requesting that the analysis of cost shall be provided through the Department of Public Works ninety days prior to each seasonal operations and;

Whereas, these seasonal contracts would include but may not be limited to Snow Removal, Street Patching, Grass Cutting, and Street Sweeping and;

Whereas, The Pontiac City Council is requesting that the City Administrator provide a written analytical report comparing the current contractors operations to the use of in house services with city personnel and equipment and;

Whereas, The Pontiac City Council believes it is imperative to actively research the current use of contractors to ensure that the City continues to move in a fiscally responsible direction and;

Now Therefore Be it resolved, the City Administrator and the Department of Public Works is required to provide a current in house option for immediate street sweeping to keep the city in compliance with the MS4 permit.

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

No: None

Resolution Approved.

15-288 **Report received from the City Administrator regarding road stripping and pavement marking services.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Whereas, the City of Pontiac is in need of contractors to perform road stripping and pavement marking services; and,

September 10, 2015

Whereas, Oakland County previously solicited bids for these services; and,
Whereas, both contractors selected by Oakland County have agreed to extend their prices to Pontiac; and,
Whereas, the City Administrator and the Purchasing Agent/Fiscal Analyst have reviewed the bids and have identified the lowest qualified bidder; and,
Whereas, the City Administrator and the Purchasing Agent/Fiscal Analyst are recommending the award of a contract to P.K. Contracting for road striping services in an amount not to exceed \$95,000 and the award of a contract to R.D. Contracting for pavement marking services in an amount not to exceed \$85,000.
Now, Therefore, Be It Resolved, that the Pontiac City Council awards a contract to P. K. Contracting for road striping services in an amount not to exceed \$95,000 and the award of a contract to R. S. Contracting for pavement marking services in an amount not to exceed \$85,000.

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

Resolution Approved.

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

President Patrice Waterman adjourned the meeting at 7:50 p.m.

SHERIKIA L. HAWKINS
CITY CLERK

September 14, 2015

**Official Proceedings
Pontiac City Council
92nd Session of the Ninth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Monday, September 14, 2015 at 5:00 P.M. by President Patrice Waterman.

Invocation – Kermit Williams

Pledge of Allegiance

Roll Call

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

Members Absent: Carter

Mayor Waterman was present.

Clerk announced a quorum.

15-289 **Excuse Councilman Randy Carter for personal reasons.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

15-290 **Council table Item # 1(transition advisor services) and approved the Agenda.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Councilman Randy Carter arrived at 5:03 p.m.

15-291 **Report received from the Mayor regarding the appointment of a Deputy Mayor.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Whereas, in accordance with the City Charter, Section 4.103, Deputy Mayor; The Mayor shall appoint, with the approval of the Council, a Deputy Mayor who serves at the pleasure of the Mayor and performs the duties of the office during the absence or temporary disability of the Mayor, and Section 1(B) d of Order S-334 as amended;

Therefore Be It Resolved, that the City Council accepts and approves the appointment of Ms. Jane Bais-Disessa to the position of Deputy Mayor.

September 14, 2015

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

No: None

Resolution Approved.

There was 1 individual who addressed the body during public comments.

City Clerk Sherikia L. Hawkins, Councilman Kermit Williams, Councilman Randy Carter, Councilwoman Doris Taylor-Burks, Councilman Mark Holland, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments. City Clerk Sherikia L. Hawkins and Councilman Don Woodward had no closing comments.


President Patrice Waterman adjourned the meeting at 5:30 p.m.

SHERIKIA L. HAWKINS
CITY CLERK

OLD BUSINESS

Memorandum

To: Pontiac City Council

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

Date: March 6, 2015

Re: Offer to purchase lots on Woodward and Wessen and 217 N. Saginaw

Since August, the City has been receiving offers from two parties to purchase the two lots located at the southwest corner of Woodward and Wessen, bordered by the railroad tracks on the west (see attached map). As a result, I ordered an appraisal of the property, and received one dated September 5, 2014 (see attached). None of the offers was considered serious until the offer received March 2 from Woodward Wessen HCP LLC (attached). The other party that was interested in the property withdrew. Mr. King, has also advised me that the railroad may be interested in acquiring the property, but the City has not received an offer from the railroad (and railroad property is tax exempt).

In addition to the two parcels at Woodward and Wessen, the remaining interested party has also included a city-owned lot in downtown Pontiac at 217 N. Saginaw in his offer to purchase (see attached map). The City has not obtained an appraisal on this parcel.

I advised the purchaser that his offer did not meet the appraised value of the two lots on Woodward, but he requested that I submit the offer to the City Council for consideration. I am required to present the final formal offer to the City Council for consideration. The purchaser believes that his offer to construct new rental apartments on the site, thus increasing the taxable value of the property would improve the value to the City of his offer. Although the City is not looking to increase the number of rental units in the City, the occupancy rate for rentals in downtown Pontiac is 93%, meaning there is a demand for rental housing downtown. Furthermore, I have no indication to believe that these will be subsidized rental units based on the targeted demographic. Therefore, although the offer is significantly below the appraised value of the two lots on Woodward, I believe that the offer has merit and should be given consideration by the City. If the City Council believes that additional study of the proposal is necessary, then consideration should be granted to refer the offer to the Community Development Committee and report to City Council.

(Full disclosure: after having conversation with the signer of the offer, I realized that we attended the same school together over 30 years ago, but the signer was six years ahead of me, hence the familiar tone of the offer.)

If City Council believes that enough information has been presented to formally consider the offer, then section 3.113 of the City Charter requires the City Council to hold a public hearing on the offer before authorizing any sale of these parcels. If after the public hearing City Council wishes to approve the sale, I am recommending that the following resolution be adopted:

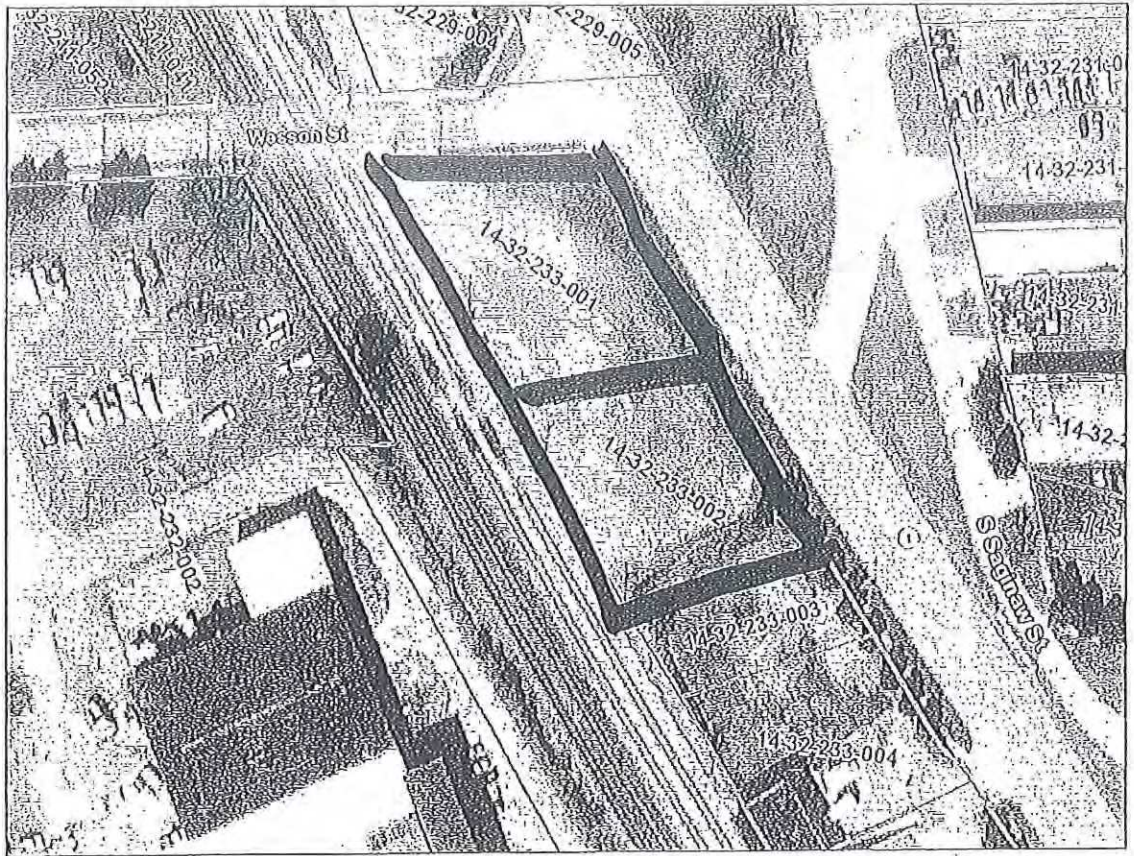
March 6, 2015

Whereas, the City of Pontiac has received an offer in the amount of \$55,000 from Woodward Wessen HCP LLC to purchase parcels 14-29-258-007 (217 N. Saginaw), 14-29-233-001, and 14-29-233-002; and,

Whereas, the City of Pontiac has obtained an appraisal, based on the sales comparison approach, which values lots 14-32-233-001 and 14-32-233-002 at \$78,000; and,

Whereas, the Pontiac City Council had a public hearing on the offer at a meeting held on [insert date];

Now, therefore, be it resolved, after consideration of public comment and the report of the City's administration, the Pontiac City Council hereby approves the sale of parcels 14-29-258-007, 14-32-233-001, and 14-32-233-002 in the amount of \$55,000 with the condition that the purchaser constructs a new rental apartment on the property at Woodward and Wessen within two years of acquisition and authorizes the City Administrator to sign the letter of interest dated March 2, 2015.



APPRAISAL REPORT

By:

Jere D. Neill
Accurate Appraisals & Realty
31 Oakland Avenue
2nd Floor, Suite A
Pontiac, MI 48342

Of:

2 Parcels of Vacant Land
Measuring Approximately 1.06 Acres
Parcel ID# 14-32-233-001 & 1432-233-002
SW Corner of Woodward Avenue and Wesson Street
Pontiac, Michigan

For:

City of Pontiac's
City Administrator
Mr. Joseph M. Sobota

Effective Date of Appraisal:

September 5, 2014

Fee Simple Market Value:
Seventy-Eight Thousand Dollars
\$78,000

Woodward Wessen HCP LLC

c/o

Pier & Associates
656 W. Randolph Street
Suite 5B
Chicago, IL 60661

Via Email

March 2, 2015

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

RE: Woodward Wessen Lots
Pontiac, MI 48342
Letter of Intent

Dear Joseph:

Woodward Wessen HCP LLC, an Illinois limited liability company, or its assigns ("Buyer"), hereby expresses its interest in negotiating and entering into a formal contract (the "Contract") to purchase from the Owner(s) of Record ("Seller"), the following landsites:

14-29-258-007 – 217 N Saginaw
14-32-233-001 - Woodward Ave./Wesson St
14-32-233-002 - Woodward Ave./Wesson St.

The purpose of the acquisition is new construction of rental apartments to serve medical education students and St. Joe and McLaren Hospitals.

The terms and conditions of this letter of interest are as follows:

Purchase Price:

Fifty Five Thousand Dollars, (\$55,000.00)

Terms of Payment:

The Purchase Price, inclusive of any Earnest Money Deposit, shall be paid in cash at closing, plus or minus any prorations.

Earnest Money:

Within five (5) business days after the date of the final execution and delivery of the Contract by both Seller and Buyer, Buyer shall deposit in escrow the sum of ten thousand dollars (\$10,000.00) ("Earnest Money Deposit") with First American Title Insurance Company. The form of this Earnest Money deposit will be in cash and is refundable at any time during the due diligence period.

Investigation/Due Diligence Period:

For a period of thirty (30) days after the execution date of the Contract ("Investigation/Due Diligence Period"), Buyer or its representative shall have the right, but not the obligation, to perform the following procedures, unless stated otherwise:

Physical - Inspect all physical aspects of the Property, including all building systems, components, and construction.

Regulatory - Investigate all zoning, code, and governmental requirements.

Environmental - Enter onto the Property to inspect, audit and test the property for any and all environmental conditions, and any and all violations of environmental laws (the "Environmental Audit"). Such tests shall include, but not be limited to, the performance of engineering studies, soil tests, environmental tests, and preparing Phase I and Phase II reports.

Title - Review title reports and survey.

Seller covenants and agrees that within ten (10) days after the execution of the Contract, Seller will deliver to Buyer: (i) copies of the reports of any tests, investigations, or inspections with respect to the Property undertaken by or at the direction of or otherwise in the possession of Seller; (ii) all notices received from any governmental authority with respect to the Property; (iii) a copy of the most recent tax bill(s) covering the Property; and (iv) copies of all Records in Seller's possession and control. Buyer shall conduct all its required Property inspection in a manner not disruptive to the tenants or the operation of the Property.

After such investigation, if Buyer, in its sole and absolute discretion, determines that the Property is not satisfactory for purchase or operation by Buyer, then Buyer may terminate the Contract.

Closing Date:

The closing of the purchase of the Property ("Closing") shall take place at the offices of First American Title Insurance (local office closest to the Property) within five (5) days after all contingency periods.

Title and Survey:

Seller will provide Buyer with a recordable general warranty deed and will convey good and marketable title to the Property and all personal property, which is free and clear of all liens, defects and encumbrances. Seller will provide Buyer at buyer's expense with title insurance in the full amount of the purchase price issued by the Title Company (including customary endorsements) and current ALTA survey in form required by Buyer and its mortgage lender.

Documentation:

Upon acceptance by Seller of this letter of interest, Buyer and Seller shall negotiate in good faith a formal Contract consistent with the terms and conditions and containing such additional covenants, representations and conditions as are customary for transactions of this type and/or as may be reasonably required by Buyer and its mortgage lender.

If the terms of this letter are acceptable to you, please execute the enclosed duplicate copy in the space below and return it to the undersigned so that we may direct our attorneys to commence preparation of the Contract. If Seller has not executed this letter and delivered a copy to Buyer on or before 5:00 p.m., central time, three business days from the date of this letter, the terms of this letter shall be automatically revoked.

Sincerely,

Woodward Wessen HCP LLC

By: Loren Guzik
Member
Woodward Wessen HCP LLC

AGREED AND ACCEPTED this _____ day of _____, 2015


By: _____
Its: _____

AGREED AND ACCEPTED this _____ day of _____, 2015

By: _____
Its: _____

Memorandum

To: Pontiac City Council

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

Date: March 24, 2015

Re: Offer to purchase lots 10.4 acres of vacant residential land

Yesterday, the City received an unsolicited offer of \$75,000 (attached) to purchase 10.4 acres of vacant residential land in an area roughly bounded by Howland, Astorwood, Earlmoor, and Luther. (Map overview is attached.)

The parcel in question (19-04-183-008) was appraised on December 19, 2013 for \$75,000 (attached). At that time, the City had two entities interested in purchasing the property. A sealed bid auction was held, and the winning bidder submitted a bid in the amount of \$80,250. The bid was awarded in 2014; however, the winning bidder failed to close on the property and forfeited his deposit. The other bidder no longer was interested in the property.

If City Council believes that enough information has been presented to formally consider the offer, then section 3.113 of the City Charter requires the City Council to hold a public hearing on the offer before authorizing any sale of real property. If after the public hearing City Council wishes to approve the sale, I am recommending that the following resolution be adopted:

Whereas, the City of Pontiac has received an offer in the amount of \$75,000 from Shaffer Development, LLC to purchase parcel 19-04-183-008; and,

Whereas, the City of Pontiac has obtained an appraisal, based on the sales comparison approach, which values parcel 19-04-183-008 at \$75,000; and,

Whereas, the Pontiac City Council had a public hearing on the offer at a meeting held on [insert date];

Now, therefore, be it resolved, after consideration of public comment and the report of the City's administration, the Pontiac City Council hereby approves the sale of parcel 19-04-183-008 in the amount of \$75,000, and authorizes the City Administrator to sign the offer to purchase real estate.

Please keep in mind that April 10, 2015 is the deadline to present items for consideration at the April 22, 2015 meeting of the Transition Advisory Board.

OFFER TO PURCHASE REAL ESTATE

This OFFER TO PURCHASE REAL ESTATE ("Agreement") dated effective as of the date of the last signature hereof is made by Schnffer Development, LLC, a Michigan Limited Liability company, 31 N Saginaw, Pontiac, MI 48342, on behalf of an entity to be formed, (hereinafter referred to as "Purchaser"), and City of Pontiac, (hereinafter referred to as "Seller").

- 1) Offer to Purchase: Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, land located in the City of Pontiac, Oakland County, State of Michigan which has a Tax Identification Parcel Number of 19-041-83-008 being commonly known as Howland/Crestwood - acreage, according to the plat thereof, and being approximately Ten (10 +/-) acres (the property's exact size and its legal description shall be as determined by the Survey referenced in Section 5 hereof) together with all easements, rights-of-way, air, oil, gas, mineral and riparian rights, all tenements, hereditaments and appurtenances, and all improvements thereon, all of which herein after collectively are referred to as the "Property", and subject to building and use restrictions of record at the date of closing, upon the following terms and conditions:
- 2) Purchase Price: The purchase price for the Property shall be Seventy-Five thousand (\$75,000.00) dollars ("Purchase Price"), subject to the following adjustments and pro-rations which shall be computed in the following manner:
 - A) All current real and personal property taxes which have become a lien on the Property, and any special assessments which have been levied, shall be paid by the Seller. Current real property taxes, if any, shall be adjusted and pro-rated as of the closing date in accordance with the due date basis of the municipality or taxing unit in which the Property is located.
- 3) Payment/Deposit: The Purchase Price shall be paid by Purchaser to Seller at closing by certified or cashier's check or wire transfer. Within ten (10) days of the acceptance and delivery of this Agreement by Seller to the Purchaser, Purchaser shall deposit the sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars as an earnest money deposit ("Deposit"), to be held in escrow in an interest bearing account by Bankers Title Insurance Company, Bloomfield Hills, Michigan (the "Title Company"). The Deposit shall be applied to reduce the purchase funds due at Closing, or shall be refunded to Purchaser or retained by Seller in accordance with the terms of this Agreement.
- 4) Title:
 - A) Within ten (10) days of the execution of this Agreement, Seller shall furnish, at its expense, to Purchaser a Tax Deed or other Marketable Title to the property.
 - B) Purchaser shall have five (5) days after having received the title and legible copies of all recorded instruments to notify Seller in writing of any objections to the marketable fee simple title. Seller shall have the right to cure such objection(s) in a manner satisfactory to Purchaser, on or before fifteen (15) days of the date of Purchaser's notification. If the written objection(s) have not been cured by Seller within the time specified, Purchaser shall have the option to (i) accept the Property subject to exceptions, or (ii) terminate this Agreement. If Purchaser terminates this Agreement, the Deposit shall be immediately returned to Purchaser along with all other amounts due Purchaser as Purchaser's sole remedy.
- 5) Survey: Purchaser shall, at its expense, obtain a current ALTA/ACSM 1992 Standards Survey and Legal Description of the Property, prepared by a registered surveyor or civil engineer licensed in the State of Michigan, which is satisfactory to Purchaser, in form and substance, certified to Purchaser, the Title Company, and any other person to whom the survey is required to be furnished: (i) confirming the legal description of the Property and determining the actual square footage of the Property; (ii) showing the location of all easements, zoning restriction set back lines or other space limitations, and all other rights or matters located upon or affecting the land; (iii) showing utility lines to the point of connection with the public system; (iv) showing adjoining public and private streets and distance to and name of nearest intersection street; (v) showing such other details as Purchaser may reasonably request; (vi) certifying that the improvements, if any, are entirely within the Property and that there are no encroachments upon the Property, or, if there are encroachments, identifying and locating them on the survey; and (vii) whether any part of the Property or improvements is located within a flood plain or flood hazard area as defined under the laws of the United States or the State of Michigan, or any subdivision thereof and if no part of the Property is within a flood plain, a certification to such effect. If, in Purchaser's sole discretion, the results of such survey are unacceptable to Purchaser, Purchaser shall have the option to terminate this Agreement and its Deposit shall be immediately returned along with all other amounts due Purchaser as Purchaser's sole remedy.
- 6) Due Diligence: The obligations of Purchaser under this Agreement are, at its sole option, subject to and contingent upon the following:



A) Purchaser's sole satisfaction with the Property, including but not limited to soil conditions, utilities, environmental condition, zoning and economic requirements, marketability, and any other tests of the Property conducted by Purchaser. Purchaser shall have a period of Thirty (30) days following the date Seller executes this Agreement (the "Due Diligence Period") and delivers same to Purchaser to conduct its Due Diligence investigation, rezone the Property, if necessary, and obtain site plan approval and any other governmental approvals required to permit the Property to be used for the Purchaser's intended purposes. Seller shall fully cooperate with Purchaser during the Due Diligence Period, including joining in any governmental applications such as zoning petitions or site plan approval applications which Purchaser may file. No later than three (3) days following the date of this Agreement, Seller shall provide Purchaser with copies of (i) all surveys of the Property in its possession, (ii) the most recent A.L.T.A. commitment for an owner's title insurance policy together with a copy of all documents of record and all exceptions to title indicated on the commitment, (iii) any and all studies, appraisals, tests, site plans and analysis including but not limited to environmental and geotechnical, (iv) any and all lease agreements and service contracts and (v) any licenses and permits in its possession with respect to the Property. When Seller has delivered all the required documents to Purchaser, Seller shall certify to Purchaser that It has done so. All documents forwarded to Purchaser shall be held in confidence and shall be returned to Seller in the event of termination of this Agreement. If Seller is unable to deliver the documents required under this Paragraph 6(A) in the time required, each day of delay shall extend the Due Diligence Period by one (1) day. In addition, Seller shall extend all reasonable property access and cooperation to Purchaser, its agents and employees, to facilitate Purchaser's evaluation.

B) The Due Diligence may be extended by one (1) additional periods of thirty (30) days each (each, an "Extended Due Diligence Period"). In Purchaser's discretion, Purchaser shall provide written notice to Seller prior to the termination of the Due Diligence Period of its election to extend the Due Diligence Period or the Extended Due Diligence Period, as applicable, and upon each such notice One Thousand (\$1,000) Dollars of the Deposit shall become non-refundable to the Purchaser in all events except in the event of a default by the Seller pursuant to Paragraph 12, but remain applicable to the Purchase Price in the event of Closing. In the event that the Purchaser defaults under the terms of the Agreement, any portion of the Deposit remaining refundable to the Purchaser shall be immediately released by the Title Company to the Seller as liquidated damages and shall be the Seller's sole remedy against the Purchaser, except Seller may bring suit for specific performance with respect to Purchaser's obligation to provide documents to the Seller pursuant to Paragraph 6C of this Agreement.

C) Purchaser shall notify Seller prior to the termination of the Due Diligence Period, as it may be extended by an Extended Due Diligence Period, if Purchaser in its sole and absolute discretion is satisfied with the results of its testing, investigations and governmental approvals and whether it intends to proceed to Closing. Purchaser, in its sole and absolute discretion, may, for any reason or no reason, choose to terminate this Agreement and be entitled to a refund of any and all of its Deposit except any portion which has become non-refundable pursuant to Paragraph 6B, after which this Agreement shall be null and void and both parties shall be released from further liability hereunder, except that within ten (10) days of said termination and before the return of any Deposit by the Title Company to the Purchaser, Purchaser shall furnish to Seller without charge and without warranty of any kind all documents it has prepared or obtained related to the Property, including but not limited to, architectural drawings, studies, site plans, surveys, engineering drawings, city correspondence, etc, which Seller may thereafter use for its purposes.

7) Property Access A) During the Due Diligence Period and any Extended Due Diligence Period, Purchaser or its representatives shall be entitled to enter upon the Property for the purpose of conducting at Purchaser's sole expense surveys, wetland and environmental studies, soil borings or such other testing and investigations as is reasonably necessary to allow Purchaser to determine the physical condition of the Property. Purchaser agrees to restore all areas of the Property disturbed by such testing to substantially the same condition that existed prior to any entry thereon by the Purchaser. Seller shall cooperate with Purchaser both before and after Closing in connection with all Purchaser's testing, investigations and approvals.

B) Purchaser shall indemnify and hold Seller harmless from and against any and all claims, suits, actions, proceedings, damages, liability, costs and expenses (herein after "Claims"), made or asserted as result of Purchaser's, or its employees' agents', or representatives' exercise of such rights of access during the Due Diligence Period, as it may be extended by an Extended Due Diligence Period. Purchaser, at its sole cost and expense, shall defend and indemnify Seller against all Claims.

8) Environmental Representations, Warranties and Indemnification

Seller hereby represents and warrants to Purchaser as follows:

A) Seller has not used nor is aware of a third party who has used, generated, treated, stored or disposed of, on, under or about the Property any Hazardous Materials (as defined below) except in compliance with Environmental Laws (as defined below). Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, no Hazardous Materials except in compliance with Environmental Laws are in, on, under, or about the Property which will require removal or other action or expenditure by Purchaser. Seller hereby represents and warrants to Purchaser that, Seller has not knowingly withheld any relevant facts or information in connection with the environmental condition of the Property. The foregoing representations and warranties shall survive Closing.

B) The term "Environmental Laws" shall mean any United States, State of Michigan, or local statute, code, ordinance, rule, regulation.

Hazardous substance," "release" and "threatened release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the Environmental Laws; provided, however, in the event multiple Environmental Laws define any such term, and any one Environmental Law defines such term more broadly than any other, or that any amendment broadens the meaning of any term defined therein, such broader meaning shall apply.

The term "Hazardous Materials" shall mean any flammable substances, explosives, radioactive materials, hazardous substances, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances identified in or regulated by any of the Environmental Laws, as defined herein (including but not limited to any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), 42 USC §9601 et. seq.

C) Seller hereby agrees to indemnify, defend, save and hold harmless Purchaser from any and all liabilities, claims, actions, demands, penalties, losses, costs, expenses (including, without limitation, reasonable attorney fees), lawsuits, costs of any settlement or judgement, and claims of any and every kind whatsoever which may now or in the future be paid, incurred or suffered by or against Purchaser or any assignee of Purchaser for, the breach of any of the foregoing representations and warranties contained herein. This indemnity shall survive the Closing.

9) Representations and Warranties

Seller makes the following representations and warranties to Purchaser, which shall be deemed material to the transaction and have been relied upon by Purchaser in connection herewith and, all of which shall survive the Closing:

A) Seller has good marketable fee simple title to the Property, and has full power and authority under the terms of its governing documents to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof.

B) Seller will not cause or permit waste, depletion or any adverse change in the physical condition of any part of the Property to occur prior to Closing, and Seller is not aware of any material defects to the Property.

C) Seller has received no notice from any governmental agency of any violations of any building or use restrictions, zoning ordinances or other ordinances, rules or regulations affecting the Property, nor to the best of Seller's knowledge is there any condition existing with respect to the Property or any part thereof, which violates any federal, state or local governmental regulation or law.

D) Seller has not entered into any other agreements of sale for any part of the Property; there are no pending, or to the best of Seller's knowledge, threatened lawsuits, administrative actions or examinations, claims or demands whatsoever relating to the Property; and Seller has not contracted for the furnishing of labor or materials to the Property which will not be paid in full prior to Closing, or which would give rise to a claim of a construction lien.

Seller hereby agrees to indemnify, defend, save and hold harmless Purchaser from any and all liabilities, claims, actions, demands, penalties, losses, costs, expenses (including, without limitation, reasonable attorney fees), lawsuits, costs of any settlement or judgement, and claims of any and every kind whatsoever which may now or in the future be paid, incurred or suffered by or against Purchaser or any assignee of Purchaser for, the breach of any of the foregoing representations and warranties contained herein. This indemnity shall survive the Closing.

10) Closing

The Closing shall occur within twenty-one (21) days of Purchaser's notice to Seller as provided for in Paragraph 6C, that it intends to proceed to Closing, unless mutually extended by Purchaser and Seller in writing.

A) At the Closing, Seller shall:

(i) Execute a good and sufficient Warranty Deed conveying good and marketable title of the Property to Purchaser subject to the permitted exceptions, and a Real Estate Transfer Tax Valuation Affidavit.

(ii) Cause the premiums due and payable to the Title Company for the owner's title insurance policy to be paid and cause the Title Company to issue the title insurance policy without standard exceptions, and contain such special endorsements as Purchaser shall require, and furnish the standard title company affidavit sufficient for the removal of standard exceptions.

(iii) Pay all real estate transfer taxes attributable to this sale of the Property, and pay real estate taxes in accordance with this Agreement.

(iv) Execute and deliver to Purchaser a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

(v) Furnish to Purchaser a Non-Foreign Affidavit ("Affidavit"), certifying that Seller is not a foreign corporation or person and covering certain other matters.

(vi) Deliver possession of the Property to Purchaser free of all tenants and occupants.

B) At the Closing, Purchaser shall:

(i) Pay the Purchase Price to Seller in accordance with the terms and conditions of this Agreement.

(ii) Reimburse the Seller for the current real estate taxes attributed to Purchaser's period of ownership in accordance with Paragraph 2 above.

(iii) Execute and deliver to Seller a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

(iv) Execute and deliver a Property Transfer Affidavit.

Seller and Purchaser each agree to execute and/or deliver such other agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party to carry out the provisions and intent of this Agreement.

11) Condemnation Prior to Closing

If, after the execution of this Agreement and prior to Closing, the Property shall be subject to a total taking, by eminent domain, inverse condemnation or otherwise, or in the event that a portion of the Property shall be subjected to such taking, Purchaser may at its sole option either: (a) rescind this Agreement, in which event Purchaser shall be entitled to the immediate refund of the entire Deposit (including any portion of the Deposit that is non-refundable under Section 6B) and the parties hereto shall be relieved of all obligations hereunder; or (b) elect to proceed to Closing, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received to a taking of all or a portion of the Property.

12) Seller's Default

In the event of any default hereunder by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller and receive an immediate refund of its entire Deposit, including any portion that may have otherwise become non-refundable pursuant to Paragraph 6B, and obtain such other remedies as may be available under Michigan law or equitable principals.

13) Purchaser's Default

In the event of any default hereunder by Purchaser, Seller shall have the right to terminate this Agreement by written notice to Purchaser and shall be entitled to retain the Deposit as liquidated damages as Seller's sole and exclusive remedy against Purchaser, except Seller may bring suit for specific performance with respect to Purchaser's obligation to provide documents to the Seller pursuant to Paragraph 6C of this Agreement.

14) Notices

Any communication given ("Notice") shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, with postage and fees prepaid, or sent by a nationally recognized overnight courier to the recipient's address set forth herein, or by fax with an original notice also sent by way of one of the

above referenced methods. Any party may, by notice given, change its address for any subsequent notice. Any notice delivered by either party under this paragraph shall be effective on the earlier of the date of actual delivery or two (2) business days after mailing.

If to Seller:

If to Purchaser
Schaffer Development, LLC
5255 Hudson
Waterford, MI
Telephone: (248) 722-9286
Fax:

Telephone:
Fax:

- 15) **Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America without regard to principles of conflicts of law.
- 16) **Entire Agreement** This Agreement embodies the entire understanding by and between the parties, and may not be amended, except by an instrument in writing executed by the parties.
- 17) **Severability** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.
- 18) **Assignability** Purchaser shall be permitted to assign this Agreement and all of its rights, title or interest in this Agreement, as purchaser. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- 19) **Brokerage** Both Seller and Purchaser acknowledge that NONE is acting as agent for the Seller ("Seller's Agent") and CORB Partners, LLC, is acting as agent for the Purchaser ("Purchaser's Agent"). Seller and Purchaser agree that there are 6.0% commissions due on the sale of the Property, which shall be paid by the Seller at the time of closing which commission. Each party agrees to indemnify each other against loss or damage by reason of a breach of the foregoing representation.
- 20) **Land Divisions** The warranty deed by which the Property is conveyed shall include the conveyance of all available land divisions under the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.
- 21) **1031 Exchange** Either Seller or Purchaser may elect to include this transaction as a part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code. In the event of such election by either party the other party shall reasonably cooperate with the electing party to effectuate such 1031 exchange upon the condition that the electing party not be relieved of any of its obligations or liability under this Agreement, and shall bear all costs of the other party in so cooperating.
- 22) **Acceptable by Seller** Failure of Seller to execute this Agreement in duplicate and return it to Purchaser before 5:00 p.m., Eastern Daylight or Standard time as is applicable for the time of year, on the fifth (5th) day following the date of the Purchaser's execution of this OFFER TO PURCHASE REAL ESTATE shall cause it to become null, void and of no effect whatsoever.
- 23) **Authority** This Agreement has been fully authorized, executed and delivered by Seller and is valid, binding upon and enforceable against Seller, which has full power and authority to convey the Property to Purchaser in accordance with and to perform its obligations under this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the day and year set forth below:

"PURCHASER":
Schaffer Development, LLC, a Michigan limited liability company

ON BEHALF OF AN ENTITY TO BE FORMED

By: Robert Schaffer
Its: Manager

By: _____
Robert Schaffer
Its: Member
Dated: March 18, 2015

"SELLER";
City of Pontiac

By: _____
Its:
Dated: March , 2015

The undersigned hereby acknowledges receipt of Purchaser's Deposit of Fifteen Thousand and 00/100 (\$15,000.00) Dollars and agrees to hold and disburse the Deposit in accordance with the terms and conditions of the foregoing Agreement.

BANKERS TITLE INSURANCE CO.

Date: March 19, 2015 By: _____

APPRAISAL REPORT

By:
Jere D. Neill
Accurate Appraisals & Realty
31 Oakland Avenue
2nd Floor, Suite A
Pontiac, MI 48342

Of:

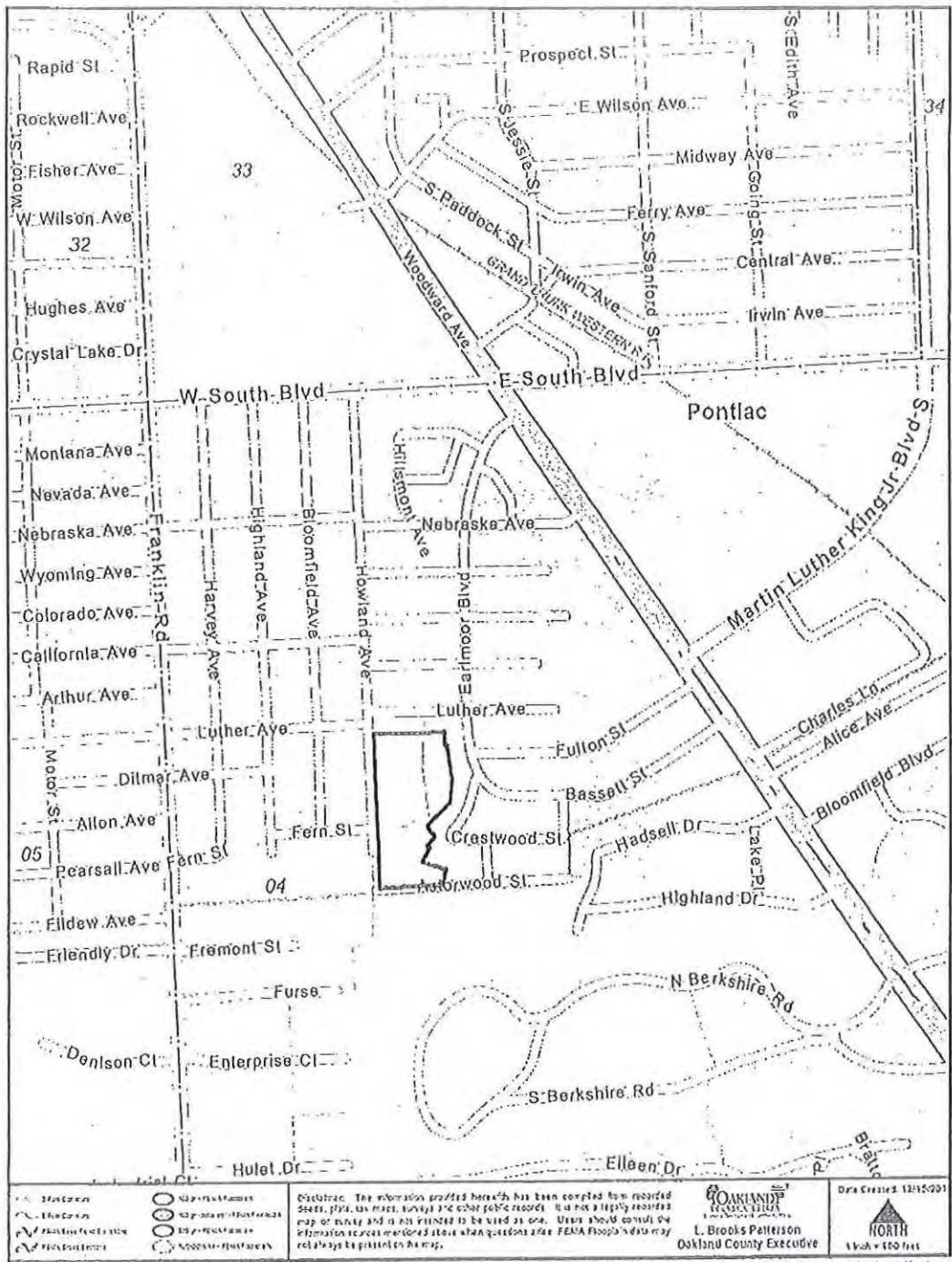
+/- 10.44 Acres of Vacant Residential Land
Parcel ID# 19-04-183-008
County of Oakland, City of Pontiac, Michigan

For:
City of Pontiac
Mr. Joseph Sobota

Effective Date of Appraisal:
December 19, 2013

Fee Simple Market Value:
\$75,000

1904183008



Disclaimer: The information provided hereafter has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on this map.

GOULD
L. Brooks Petterson
Oakland County Executive

Data Created: 12/15/2011
NORTH
1 inch = 100 feet

Oakland County Dept. of Survey 3100 Foster Lake Road, Bldg. 41 West, Waterford, MI 48329 Phone: 248-881-0211 Web: www.oaklandcounty.gov

PLAT

Memorandum

To: Pontiac City Council

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

Date: August 10, 2015

Re: Wade Trim contract addendum – code enforcement services

Part 1 – Contract Amendment

With the recent approval of an additional \$200,000 for code enforcement services, Wade Trim has prepared the attached addendum to their existing contract (see attached). Wade Trim is proposing to increase code enforcement staffing from three-part time to five full-time code enforcement officers. In addition, Wade Trim is committing to having staff perform activities outside of normal business hours, staff will attend up to seven community meetings per year, Wade Trim will be assuming responsibility for updating data in the blight database developed by Loveland Technology, Wade Trim will furnish tablet computers or other mobile devices for use by inspectors in the field, guarantees that all open enforcement actions will be reviewed no longer than 30 days after filing, and prioritizes hiring fluent Spanish speaking code enforcement staff and will develop Spanish language materials to assist with code enforcement.

The addendum will be concurrent with the current agreement and will expire on June 30, 2017.

Finally, business license and vacant property registration will be removed from the fee calculation, allowing the City to use all of that revenue for code enforcement activities.

The Finance Director and City Attorney have reviewed the agreement.

If approved by City Council, Wade Trim is committing to having additional staff on board by October 1 by operating with the assumption that TAB approval will be granted September 16.

If Council approves, please pass the following resolution:

WHEREAS, the City of Pontiac desires to have additional code enforcement services; and,

WHEREAS, Wade Trim is prepared to increase staffing and services presently provided to the City; and,

WHEREAS, the City Administrator, Finance Director, and City Attorney have reviewed the proposed addendum to the existing agreement; and,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council approves the Professional Services Agreement Addendum E as presented and authorizes the City Administrator to execute the addendum.

Part 2 – Fee Schedule Amendment

Second, since the business license fee will no longer be included in the Wade Trim compensation formula, I am withdrawing my request of June 9, 2015 and replacing that request the following changes in the fee schedule effective October 1, 2015:

Assuming that the City Council approves the Addendum to Wade Trim’s contract, the following fees, which are included in Order S-330, will require modification to implement the proposed budget:

<u>Department</u>	<u>Type</u>	<u>Fee</u>	<u>Old</u>	<u>Proposed</u>	<u>Note</u>
Community Development	Business License	new business	\$ 400.00	\$ 160.00	
Community Development	Business License	business license renewal	\$ 200.00	\$ 160.00	
Community Development	Mechanical Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15
Community Development	Plumbing Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15

Approval of the State Treasurer is also required since this resolution seeks to amend an existing Order.

In addition, there are other fees that are not listed in Order S-334, which were established by the City before receivership, which will require amendment, but will not require approval of the State Treasurer:

<u>Department</u>	<u>Type</u>	<u>Fee</u>	<u>Old</u>	<u>Proposed</u>	<u>Note</u>
Community Development	Electrical Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15
Community Development	Building Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15

Assuming Council approves the changes in the fee schedule reflected above, the City Council is requested to adopt the following resolution no later than September 4, 2015 to be considered by the Transition Advisory Board at their meeting of September 16, 2015:

WHEREAS, Order S-334 as amended requires the City Council to review the fee schedule upon preparation and adoption of the budget; and,

WHEREAS, the budget recognizes certain changes in revenue and expenditures that are predicated upon changes in the fee schedule; and,

WHEREAS, the City Council has adopted the budget; and,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council amends the fee schedule in Order S-330, as amended, and requests that the City Administration and Transition Advisory Board recommend that the State Treasurer approve the amendments as indicated to be effective October 1, 2015:

<u>Department</u>	<u>Type</u>	<u>Fee</u>	<u>Old</u>	<u>Proposed</u>	<u>Note</u>
Community Development	Business License	new business	\$ 400.00	\$ 160.00	
Community Development	Business License	business license renewal	\$ 200.00	\$ 160.00	
Community Development	Mechanical Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15
Community Development	Plumbing Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15

BE IT FURTHER RESOLVED that the City Council amends the following fees to be effective October 1, 2015:

<u>Department</u>	<u>Type</u>	<u>Fee</u>	<u>Old</u>	<u>Proposed</u>	<u>Note</u>
Community Development	Electrical Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15
Community Development	Building Work	application fee, nonrefundable	\$ 50.00	\$ 50.00	customer to pay \$35, City to pay \$15

Part 3 – Budget Amendment

As a result of the change in contract language, City Council is also requested to amend the budget, due to the fact that business license and vacant property registration will no longer be included in the Wade Trim compensation formula and that Code Enforcement services are properly funded out of the General Fund. Only the General Fund and the Building Department Fund are effected. The budget amendment will recognize business license and vacant property registration revenue and associated expenditures in the General Fund rather than in the Building Department fund. There is a net cost of zero to this amendment because the purpose is to properly reflect the expenditures in accordance with the Uniform Chart of Accounts and state law. In summary, \$175,000 of revenues and expenditures is being removed from the Building Department Fund and \$175,000 of revenues and expenditures is being added to the General Fund.

To implement this contract, the following budget amendment is recommended:

Whereas, the City Council adopted the 2015-16 budget on June 18, 2015; and,

Whereas, the City seeks to improve code enforcement services in Pontiac by amending the agreement with Wade Trim,

Whereas, the amended agreement with Wade Trim results in the funding of code enforcement services separately out of the General Fund instead of the Building Fund,

Now, therefore, be it resolved that the Pontiac City Council formally amends the 2015-16 budget as follows:

<u>Fund Number</u>	<u>Fund</u>	<u>Revenues/Other</u>	<u>Expenditures/Other</u>
101	General	\$ 31,236,813.00	\$ 32,009,741.00
249	Building Department	\$ 2,815,000.00	\$ 2,714,465.00

with expenditure authorization by function as herein provided:

General Fund

ESTIMATED REVENUES

Taxes	18,149,668
Licenses and Permits	750,000
State Grants	9,757,084
Federal Grants	-
Charges for Services	411,260
Fine and Forfeits	156,000
Interest and Rents	145,525
Other Revenue	1,627,276
TOTAL ESTIMATED REVENUES	30,996,813
Transfers In and Other Uses	240,000

APPROPRIATIONS

General Government	4,085,548
Public Safety	17,752,673
Public Works	1,596,681
Community and Economic Development	2,426,901
Recreation and Culture	407,703
Other Functions	2,041,923
TOTAL APPROPRIATIONS	28,311,429
Transfers Out and Other Uses	2,698,312

Net of Revenues/Appropriations	227,072
Estimated Beginning Fund Balance	10,620,184
Estimated Ending Fund Balance	10,847,256

Building Department Fund

ESTIMATED REVENUES

Licenses and Permits	2,760,000
Charges for Services	15,000
Fine and Forfeits	-
TOTAL ESTIMATED REVENUES	2,775,000
Transfers In and Other Uses	40,000

APPROPRIATIONS

Public Safety	2,714,465
TOTAL APPROPRIATIONS	2,714,465
Transfers Out and Other Uses	-

Net of Revenues/Appropriations	100,535
Estimated Beginning Fund Balance	-
Estimated Ending Fund Balance	100,535

City of Pontiac
Professional Services Agreement
Addendum E
Amendments to a Professional Services Agreement between
the City of Pontiac and Wade Trim Associates, Inc.

September XX, 2015

The following recitals and representations are entered into this ___ day of September, 2015, by and between the City of Pontiac, a municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, (City), and Wade Trim Associates, Inc., a Michigan corporation, licensed to do business in the State of Michigan, whose address is 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, (Contractor), and are intended to amend an Agreement for Professional Services (Agreement) originally executed by the City and Contractor on February 16, 2011.

Recitals and Representations

WHEREAS, the City and Contractor entered into an Agreement on the 16th day of February, 2011; and,

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the Contractor has established administrative and technical protocols for code enforcement and complaint investigation and has been providing basic code enforcement services for the City; and,

WHEREAS, the City recognizes the vital role code enforcement plays in revitalizing neighborhoods across the City; and,

WHEREAS, the volume of code enforcement requires additional staffing; and,

WHEREAS, the City currently does not have staff working to update data in the Blight Database developed by Loveland Technologies; and,

WHEREAS, the City desires to significantly increase the amount of code enforcement activity above and beyond what was outlined in the original Request for Proposals to respond to community desires; and

WHEREAS, the City has been utilizing revenues generated from Business Licensing and Vacant Property Registration to fund code enforcement and will continue to utilize the revenues to provide funding for code enforcement activities; and,

WHEREAS, the City has allocated an additional \$200,000 in FY 2016 and 2017 for code enforcement; and,

WHEREAS, the Contractor is able to provide additional value to the City by adding new staff and utilizing existing Building Safety staff to continue assisting with code enforcement activities; and,

WHEREAS, the City desires to engage the Contractor to provide additional Code Enforcement services above those described in the Agreement.

NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, as follows:

1. Amend Exhibit C of the agreement by adding new section VIII to read

Section VIII - Code Enforcement.

- The Contractor shall provide all code enforcement services and staff, maintaining a staff of at least five (5) officers and administrative personnel.
- The Contractor shall provide additional clerical and administrative support utilizing Building Inspectors, Housing Inspectors and Building and Safety administrative staff to support and assist the work of the Code Enforcement team.
- Contractor shall provide code enforcement 40 hours per week and for specially designated events or enforcement actions outside of regular business hours as directed by the Director, Community Development Department or his or her designee.
- Contractor shall designate staff to attend community meetings with the intention of attending at least one community meeting in each City Council district per year.
- The Building and Safety Administrator shall be responsible for directing and overseeing all activities of the Code Enforcement Staff suggest in conjunction with the Community Development Department Director.
- Contractor shall be responsible for all code enforcement inspections, tracking, reporting, correspondence, citations and court appearances.
 - Included in Code Enforcement is supplemental support for rental and vacant property registration,
 - Also Included in Code Enforcement is business licensing, blight-related violations (tall grass, open to trespass, debris), zoning-related violations (land use, site plan compliance, sign ordinance violations).
- Contractor shall update the Loveland Blight database in conjunction with all code enforcement inspections.
 - Contractor shall develop a property survey that will be used by all code enforcement officers when they investigate any blight-related complaint.
 - Contractor shall enter data and upload building photo(s) into the Loveland system.
 - Contractor shall advise the city on how to best utilize and communicate data in the Loveland Blight database.
- Contractor shall be responsible for writing tickets for violations of city ordinances.
- Contractor responsible for assigning staff to appear before District Court and/or Pontiac Blight Court.
- Contractor shall be responsible for tracking compliance with tickets and orders from the Pontiac Blight Court.
- Contractor shall furnish tablet computers or other mobile devices that are compatible with the City of Pontiac Terminal Server for use by Inspectors in the field and in court.
- Contractor responsible for providing staff with on-going training in use and application of technology best practices
- Contractor shall oversee the use of on-line complaint filing and tracking software – currently the Citizen Request for Action. Contractor shall include information tracking the use of this tool in quarterly reporting.
- Contractor shall guarantee all open enforcement action will be reviewed no longer than 30 days after filing.

- Contractor shall prioritize hiring fluent Spanish speaking code enforcement staff.
- Contractor shall develop Spanish language materials to assist with code enforcement.
- Contractor shall develop educational materials (Frequently Asked Questions, brochures and handouts) to be distributed to the public and available on the City's website.
- Contractor shall provide detailed reporting on code enforcement activities consistent with the quarterly performance reports currently produced for the City.

2. Amend Section 3.2.8, to add:

3.2.8.1 For the period October 1, 2015- June 30, 2017, a monthly payment from the City in the amount of \$31,250 for Code enforcement services as outlined in 3.2.8 above.

If the Contractor is able to provide a fully staffed code enforcement team prior to October 1, 2015, the fee amount for code enforcement work done in September 2015 shall be pro-rated at \$1,500 per day.

3. Amend Exhibit D (Accounts for Collected Fees Calculation) by removing the following fees and accounts numbers:

- Business License
- Vacant Property Registration

4. Amend Section 11.1 of the Agreement to add new section 11.1.2 to read:

11.1.2 Code Enforcement services as described in Section 3.2.8, shall terminate concurrently with this agreement at 11:59 p.m. on June 30, 2017.

ADDENDUM E is executed and made effective as provided above.

Contractor:
Wade Trim Associates, Inc.

By: _____

Printed Name: _____

Title/Position: _____

City of Pontiac:

By: _____

Printed Name: _____

Title/Position: _____

NEW BUSINESS

AGREEMENTS/CONTRACTS

Memorandum

To: Pontiac City Council

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



Date: September 8, 2015

Re: NTH Consultants environmental monitoring and reporting for 2015 and 2016

NTH Consultants has been the City's engineering firm responsible for monitoring methane, leachate, and groundwater at the Collier Road landfill. Their agreement with the City to perform these tasks expired on February 28, 2015. DPW Director King is recommending that the arrangement be extended (see attached memorandum). NTH has provided a proposal dated September 2, 2015 (see attached). The lump sum fee for 2015 is \$9,700 and the lump sum fee for 2016 is \$19,950. These fees will be paid out of the Sanitation Fund. An additional \$5,000 per quarter is estimated for as-needed engineering services, for a total of \$30,000 over six quarters.

I am recommending acceptance of the proposal with the exception that as-needed engineering services are capped at \$30,000 over the life of the agreement, and I am seek the concurrence of the City Council.

Assuming Council approves the adoption of Proposal for Environmental Monitoring & Reporting for 2015-16 Collier Road Landfill, the City Council is requested to adopt the following resolution no later than October 9, 2015:

Whereas, the City of Pontiac is in need of services for the monitoring of methane, leachate, and groundwater at the Collier Road landfill; and,

Whereas, the City of Pontiac desires to accept the proposal submitted by NTH in the amount of \$19,950;

Therefore, be it resolved that the Pontiac City Council concurs with the recommendation of the City Administrator and accepts the proposal dated September 2, 2015 with the City Administrator's recommendation to limit as-needed engineering services to \$30,000.



NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

41780 Six Mile Road
Northville, MI 48168
Phone: 248-553-6300
Fax: 248-324-5179

Mr. John Balint, P.E.
City Engineer
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

September 2, 2015
NTH Proposal No. 62-100715-15

**RE: Proposal for Environmental Monitoring & Reporting for 2015 - 2016
Collier Road Landfill
Pontiac, Michigan**

Dear Mr. Balint:

NTH Consultants, Ltd. (NTH) is pleased to provide this proposal and fee estimate to continue to provide engineering consulting services related to monitoring and maintenance activities at the City of Pontiac Collier Road Landfill. The scope of work covered under this proposal is limited to performing the quarterly monitoring at the site for both methane and groundwater, as required under Michigan solid waste regulations, and providing additional as-needed engineering consulting services related to maintenance activities for the landfill.

As you know, NTH has been involved with the landfill on behalf of the City of Pontiac for nearly 30 years, including hydrogeologic and geotechnical investigations, engineering design, construction quality assurance monitoring, groundwater and methane monitoring programs, and regulatory compliance assistance, which not only provides a keen understanding of site conditions but also developing competition cost-effective services. The following sections provide a description of our proposed scope of work and estimated fees for our continued assistance.

Task 1 - Quarterly Groundwater & Methane Monitoring Reports

We will continue to prepare the quarterly groundwater monitoring reports, in accordance with the site's *Hydrogeologic Monitoring Plan*. This includes preparing groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. We understand that the groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to NTH following each quarterly sampling event.

Note that according to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.



We will also continue to prepare the quarterly methane monitoring reports, in accordance with the *Methane Gas Management Plan*. This includes reviewing and tabulating the field data, and compiling a summary letter report for submittal to the MDEQ. We understand that the field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to NTH following each quarterly sampling event.

Our proposed fees for this task assume that the groundwater analytical data and methane measurements will continue to show no unusual statistical exceedances or detectable methane at the site perimeter, which would trigger additional monitoring and/or response measures. In the event that additional effort is required to address atypical monitoring results, our services will be provided on an as-needed basis as described below.

Task 2 - As-Needed Engineering Services

We will provide additional environmental engineering services related to the landfill monitoring and closure activities as specific tasks become necessary, and at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

PROPOSED FEES

Fees to complete the proposed scope of services described in this proposal will be made in accordance with the rates shown on our current Fee and Rate Schedule, FS-ENG-2, a copy of which is attached, and under the terms of our General Contract with the City of Pontiac. Our proposed lump sum fees for the quarterly monitoring and reporting (Task 1) are presented below:

Proposed Quarterly (Task 1) Lump Sum Fees

	<u>2015</u>	<u>2016</u>
1 st Quarter	(Completed)	\$5,350
2 nd Quarter	(Completed)	\$4,625
3 rd Quarter	\$5,200	\$5,350
4 th Quarter	\$4,500	\$4,625
Total Annual	\$9,700	\$19,950

Based on the above proposed lump sum fees per quarter, the total contract amount for Task 1 is \$29,650.



Mr. John Balint
September 2, 2015

Our fees for Task 2 (As-Needed Engineering Services) will be charged on a time-and-materials basis, in accordance with our current Fee and Rate Schedule referenced above. Our services will be provided for specific tasks related to the landfill or other sanitation issue and will only be initiated at the request of the City of Pontiac. We will contact the City of Pontiac via telephone or email prior to performing any additional services to confirm that we have a clear agreement as to what is included in the specific assignment. If requested, we will provide an estimate of the labor and expense cost for any additional tasks. For contract purposes, based on historical level of effort, we propose to establish an estimated budget for this task of \$5,000 per quarter (\$20,000 per year). We will continually monitor our accrued fees, and will advise the City if any adjustment to the proposed estimated budget is required.

We appreciate the opportunity to submit this proposal for your consideration and look forward to continuing to assist the City of Pontiac on this project. Meanwhile, if you have any questions or require additional information, please contact us at (248) 662-2739 (direct line).

Sincerely,

NTH Consultants, Ltd.

Alan C. Erickson, P.E.
Principal Engineer

Richard L. Burns
Sr. Vice President

ACE/RLB/kg

Attachments



**2015 FEE AND RATE SCHEDULE
PROFESSIONAL SERVICES**

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

	PER HOUR
Technician I*	\$ 45
Word Processor*	\$ 48
Technician II*	\$ 55
Technician III*	\$ 65
Technician IV* / Lab Technician*	\$ 75
Staff Professional	\$ 90
Senior Technician/Certified Welding Inspector*	\$ 85
CADD Operator	\$ 85
Senior Staff Professional	\$110
Project Professional	\$120
Senior Project Professional	\$140
Principal Engineer	\$160
Senior Principal Engineer	\$180
Senior Officer.....	\$210

*For these personnel, overtime work will be charged at a rate equal to 1.33 times the Standard Rate.

A premium of 25 percent will be added to hourly rates for expert testimony and depositions, including preparation time.

NTH Consultants and Professionals include Engineers, Geologists, Environmental Specialists, Architects, Roofing Specialists, Industrial Hygienists, Environmental Health Specialists, Scientists, Asbestos Specialists, and Environmental Chemists. NTH Technicians include Engineering, Environmental, Construction Materials, and Environmental Health technical specialists.

NTH operates on a strong project management system, and a Project Manager is appointed for each project. Project Managers are selected from our staff of Senior Project Professionals, Principal Engineers and Senior Principal Engineers.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging and Subsistence for Travel.....	Cost + 10%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases.....	Cost + 10%
Project Mileage for Company-Owned Vehicles	\$1.00/Mile
Cellular Phone (Field Projects)	\$15/Day
CADD Supply Charge.....	.\$6/Hour

Rental of Specialized Field, Laboratory or Monitoring Equipment will be billed as indicated on NTH Schedule of Equipment Usage Rates.

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

INVOICES


Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices for cost plus and time and materials projects will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

INCREASES

Fee schedule increases made by our firm on an overall client basis will be applied to work on all projects as the increases become effective.

Memorandum

To: Pontiac City Council

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

Date: September 3, 2015

Re: Weight limits on City roads

Section 114-75 of the Code of Ordinances requires posted weight limits on roads that will be in effect in excess of 15 days which are more restrictive than state law to be approved by resolution of the City Council. The Superintendent of Public Works has advised that the council should approve a city-wide truck operators' map that identifies weight limits. The proposed map is attached (in color).

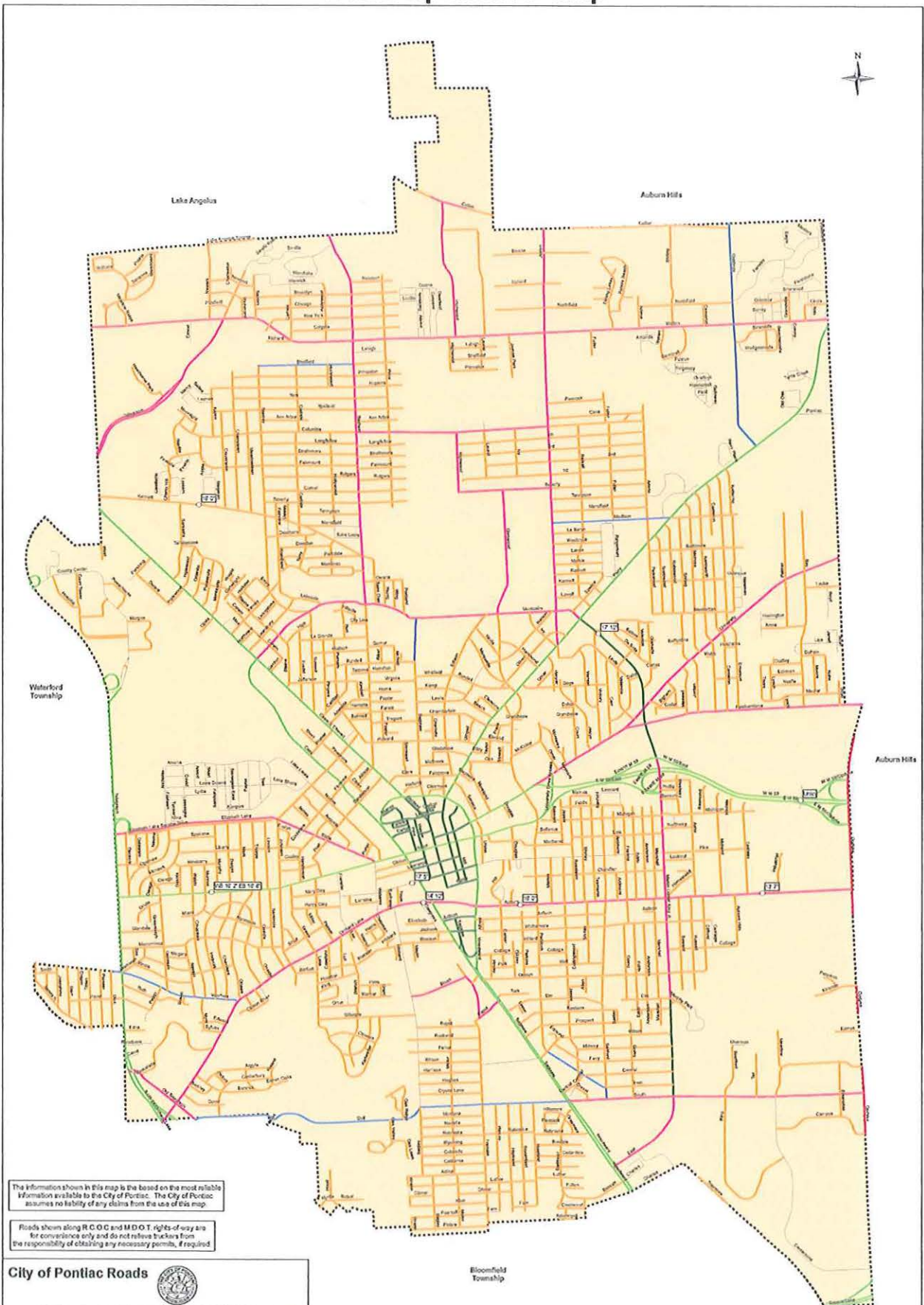
Assuming Council approves the adoption of the truck operators' map which will formalize weight limits on city roads, the City Council is requested to adopt the following resolution no later than October 9, 2015:

WHEREAS, section 114-75 of the Code of Ordinances requires that load limits on any street that are more restrictive than state law may be imposed if properly posted for a period exceeding 15 days provided that such load limit be approved by resolution of the city council; and,

WHEREAS, the Superintendent of Public Works has forwarded to the City Council a map designating streets where he is recommending a load limit more restrictive than state law;


NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council accepts the recommendation of the Superintendent of Public Works and adopts the Truck Operators' Map dated July 23, 2015 as presented.








Truck Operators' Map



The information shown in this map is based on the most reliable information available to the City of Pontiac. The City of Pontiac assumes no liability of any claims from the use of this map.

Roads shown along RCOC and MDOT rights-of-way are for convenience only and do not relieve truckers from the responsibility of obtaining any necessary permits, if required.

City of Pontiac Roads 

-  All other streets (to be considered City Weight Restricted)
-  City Weight Restricted (8000 LBS. G.V.W.)
-  City Weight Restricted (32,000 lbs G.V.W.)
-  Class A City of Pontiac
-  MDOT Jurisdiction
-  Normal (Class B)
-  RCOC



NOTES
