

# 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

**57<sup>th</sup> Session of the 11<sup>th</sup> Council**

**November 1, 2022 at 6:00 P.M.**

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

**Meeting Agenda**

**Call to Order**

**Invocation**

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Authorization to Excuse Councilmembers from the Meeting**

**Amendments to and Approval of the Agenda**

**Approval of the Consent Agenda**

- A. City of Pontiac Fund Activity for September 2022
- B. October 24, 2022 Law & The Courts Subcommittee Meeting Minutes
- C. October 24, 2022 Park, Recreation & Public Works Subcommittee Meeting Minutes
- D. October 25, 2022 City Council Meeting Minutes

**Special Presentation**

- 1. Pontiac General Operating and Fire Services Millage Restoration and the State's Headlee Amendment  
Presenter: Deputy Mayor Khalfani Stephens

**Recognition of Elected Officials**

**Agenda Address (Two Minutes Time Limit)**

**Agenda Items**

**Ordinances**

- 2. An Ordinance to Amend City of Pontiac's Purchasing Ordinance to Eliminate Competitive Bidding for Purchase less than \$5,000 (**First Reading**)
- 3. An Ordinance to Amend the City of Pontiac's Purchasing Ordinance to clarify certain definitions and procedures (**First Reading**)

**Resolutions**  
**City Council**

4. Resolution Honoring the Life of Matthew Berens (Code Enforcement Staff)
5. Resolution Honoring the Life of Charles Hayward (Pontiac Fire Department Retiree)

#### **Finance**

6. Resolution to Approve the proposed Budget Amendment for Budget Year 2022-2023 Transferring out of the Capital Improvement Fund GL Account 445-000-288.000 – Unearned Revenue - \$518,224.41 and Transfer into the Capital Improvement Fund GL Account 445-000-674.101-SKATP – Contribution from 101 - \$55,000, Transfer into the Capital Improvement Fund GL Account 445-000-675.000-SKATP – Contribution from Private Source - \$338,224.41, Transfer into the Capital Improvement Fund GL Account 445-000-528.000-SKATP – Federal Grant Other - \$125,000 and Increase the Budget Appropriation in Capital Improvement Fund GL Account 445-699-976.001-SKATP-Building Addition and Improvement \$518,224.41.
7. Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023, Increase the budget appropriation in the General Fund GL account 101-699-956.445-NEXT50 – Contribution to Capital Improvement Increase the revenue estimate in the General Fund GL account 101-000-675.000-NEXT50 – Contribution from Private Source
8. Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023, Increase the budget appropriation in the General Fund GL account 101-699-818.017-KABOOM – Professional Services – Kaboom Grant Expenditure Retiree account in the amount of \$48,875
9. Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023, Increase the budget appropriation in the General Fund GL account 101-699-808.000-MMHPRK – Parks and Neighborhood Project account Increase the revenue estimate in the General Fund GL account 101-000-582.000-MMHPRK – Grants from Oakland County

#### **Human Resources (HR)**

10. Resolution to Approve the City of Pontiac Limited English Proficiency Plan for Title XI

#### **Planning**

11. Resolution to Approve Zoning Map Amendment [ZMA 22-08] Parcel 64-14-31-380-021 Rezoning from R-1 One-Family Dwelling District to P-1 Parking as requested by the petitioner Walter Manju. **(Second Reading)**
12. Resolution to Approve Zoning Map Amendment [ZMA 22-09] for 529 E. Walton Blvd.; Parcels 64-14-09-377-015, -016,-017; 64-14-09-377-028 Rezoning from R-1 One-Family Dwelling District to C-3 Corridor Commercial as requested by the petitioner Steve Robinson. **(Second Reading)**

#### **Youth Recreation**

13. Resolution Approving Memorandum of Understanding between the City and School District for After-School Youth Recreation Activities in Pontiac's Elementary Schools. **(The City Council postponed this item for one week on October 25, 2022.)**

#### **Public Comment (Three Minutes Time Limit)**

#### **Communications**

##### **City Council**

14. Now Through January 4, 2023, Mittens for Detroit is collecting new mittens and glove donations for children, including a pickup site at the Pontiac Community Foundation, 79 Oakland Avenue, Pontiac 48342

15. “Let Us Help” Tutoring, Essay Writing, Computer Skills, Financial Literacy, Resume Writing and Interview Preparation, Mondays, Tuesdays and Thursdays from 6:00 to 8:00 pm, held at Pontiac Seventh Day Adventist Church, 182 S. Sanford Street, Pontiac 48342
16. Salvation Army Thanksgiving Turkey Sign-ups, November 2, 2022 from 10:00 am to 12:00 pm and 1:00 pm to 3:00 pm, held at the Salvation Army Pontiac Corps & Wallace E. Holland Community Center, 469 Dr. Martin Luther King, Jr. Boulevard South, Pontiac 48342, please bring a valid Michigan ID, proof of residence and proof of income.
17. SafeTALK Suicide Prevention Training Opportunity, November 2, 2022 from 9:00 am to 12:30 pm, held at Havenwyck Hospital, 1525 University Drive, Auburn Hills 48326, presented by Oakland County
18. CARE House of Oakland County CARE Night Gala, November 4, 2022 at 6:00 pm, held at The Treasury, 30 N. Saginaw Street, Pontiac 48342; for more information visit [carehouse.org](http://carehouse.org)
19. Identify Your Dream Foundation Presents Bow Ties & Jeans Charity Ball, November 5, 2022 from 8:00 pm to 1:00 am, held at Lafayette Grande, 1 Lafayette Street, Pontiac 48342, tickets \$40 at the door
20. **2022 General Election is held on Tuesday, November 8, 2022 and polling locations are open from 7:00 am to 8:00 pm**
21. The Art Experience Glimpse & Glimmer Annual Gala, November 17, 2022, held at the Flagstar Strand Theatre, 12 N. Saginaw Street, Pontiac 48342
22. Greater Pontiac Community Coalition Economic Summit, November 18, 2022 from 8:30 am to 12:00 pm, held at the CenterPoint Marriott, 3600 CenterPoint Parkway, Pontiac 48341, featuring Tim Dempsey of Public Sector Consultants, Executive Vice President Omar Salah of Comerica Bank, and Pontiac Mayor Tim Greimel; email Ann Porterfield at [gpcc1994@yahoo.com](mailto:gpcc1994@yahoo.com) to register
23. CNS Healthcare 10<sup>th</sup> Annual Turkey Giveaway, November 19, 2022 at 10:00 am, held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac 48342, first come, first served while supplies last
24. Pontiac Impact Challenge by Thrivent and the Pontiac Community Foundation, from November 29, 2022 through December 4, 2022
25. Annual Holiday Tree Lighting Ceremony, December 2, 2022 outside of the District Courthouse, Downtown Pontiac
26. Annual Holiday Extravaganza Parade, December 3, 2022 along Cesar Chavez Avenue, Oakland Avenue, and Saginaw Street in Downtown Pontiac
27. Oakland History Center Holiday Open House, December 10 and 11, 2022 from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
28. CARE House of Oakland County Seeds of Hope Tour, December 13, 2022 from 12:00 to 1:00 pm, located at 44765 Woodward Avenue, Pontiac 48341
29. Pre-New Year’s Night of Jazz with the Phillips / Stewart Quintet, December 30, 2022 from 7:00 to 9:00 pm, held at Pontiac’s Little Art Theatre, 47 N. Saginaw Street, Pontiac 48342, tickets \$26.50, available at [bit.ly / psqpontiac](https://bit.ly/psqpontiac)
30. Pontiac Regional Chamber of Commerce Fruitful Toast, January 6, 2023

31. Pontiac Regional Chamber of Commerce “Prosperity Pontiac” Annual Event, March 29, 2023

32. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023

**Mayor’s Office**

33. Pontiac Youth Recreation Fall Youth Programs Registration Underway, Visit [pontiacrecreation.recdesk.com](http://pontiacrecreation.recdesk.com) for more information, programming this fall includes: Bitty Basketball, Elementary Girls Basketball, Chess Club, Indoor Tennis, Dance, Martial Arts, Flag Football, Music, E-Sports, young Authors, Etiquette Class, Cooking and Baking Class, VR Virtual Reality, Edu-Tainment, German Language Courses, Spanish Language Courses, Japanese Language Courses, Biochemistry, Dissection, and Fashion & Entertainment Club

34. Economic Development Stakeholder Survey 2022

35. Public Safety Community Town Hall, November 2, 2022 from 6:00 to 8:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48342, speakers include Mayor Tim Greimel, Anti-Violence Task Force Chair Kaino Phillips, Oakland County Commissioner Angela Powell, Oakland County Sheriff Michael Bouchard, Oakland County Sheriff Department Pontiac Substation Captain Andre Ewing

**Closing Comments**

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

**Adjournment**

# CONSENT AGENDA A

Pontiac Community Foundation  
Account QuickReport  
September 1 - September 30, 2022

1000 Assets  
1100 Bank Accounts  
1107 Fiscal Sponsorship Savings  
City of Pontiac Fund

Date	Transact ion Type	Num	Name	Memo/Description	Account	Clr	Amount	Balance
9/21/2022	Transfer		Cynerge Consulting, Inc.	Donation to Pontiac Arts Commission	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		1,000.00	-2,090.50
9/21/2022	Transfer		All Saints' Episcopal Church	Donation to Pontiac Arts Commission	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		500.00	-1,590.50
9/21/2022	Transfer		Karen Kobylk	Donation to Pontiac Arts Commission	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		100.00	-1,490.50
9/21/2022	Transfer		PCF	Admin fee charged on donations made 09/21/2022	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		-120.00	-1,610.50
9/22/2022	Expense	1122	James Shelton	Performer Fee 09/22 LawnChair Concert Series	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		-1,000.00	-2,610.50
9/26/2022	Transfer		North End Studios, LLC	Donation to The Arts Commission; Ad in Arts Crawl Brochure	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		150.00	-2,460.50
9/26/2022	Transfer		PCF	Admin Fee charged on donation made 09/26/2022	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		-11.25	-2,471.75
9/29/2022	Transfer		Pleasantrees/ COP	Donation to Arts Commission from Pleasantrees, pass through City of Pontiac	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		4,500.00	2,028.25
9/29/2022	Transfer		PCF	Admin Fee charged on donation made 09/29/2022	Assets:Bank Accounts:Fiscal Sponsorship Savings:City of Pontiac Fund		-337.50	1,690.75
								1,690.75
Total for City of Pontiac Fund							\$	1,690.75
TOTAL							\$	1,690.75

# **CONSENT AGENDA B**

**PONTIAC CITY COUNCIL  
LAW & THE COURTS SUBCOMMITTEE  
OCTOBER 24, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan  
in the City Council Conference Room.

In Attendance:

Council members: Chair William Parker Jr.

Chief Judge 50th District Court: Cynthia Walker

Legislative Counsel: Monique Sharpe

**The meeting started at 4:10 p.m.**

**I. Standing Updates:**

- a. 50<sup>th</sup> District Court
- b. Blight Court
  - 1. Remediation of Properties
- c. Pending Legal Concerns (Mayor's Office)
  - 1. Financial Audit
- d. Report from OCPO

**II. New Business**

**III. Items for Future Consideration by the Subcommittee**

**IV. Public Comment:** There were no requests for public comment.

**V. Adjournment:** The meeting ended at 4:34 p.m.

Next Meeting: Monday, November 28, 2022 at 4:00pm in the City Council Conference Room.



# CONSENT AGENDA C

# **Pontiac City Council Parks, Recreation & Public Works Subcommittee**

## **October 24, 2022 Meeting Minutes**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan  
in the City Council Conference Room.

In attendance:

Council members: Chair Kathalee James  
Deputy Mayor: Khalfani Stephens  
Grants Director: Alexandra Borngesser  
DPW Interim Director: Al Cooley  
Youth Recreation Assistant Manager: Robert Burch  
Members of the Public: Richard Harrison and Portia Fields-Anderson  
Community Outreach Specialist: Darryl Earl  
Legislative Counsel: Monique Sharpe

**The meeting started at 12:01 p.m.**

### **RECREATION**

- Parks Grants Status Update  
Skate Park Update  
Hidden River Park Update  
Crystal Lake Grant
- Recreation Director Update
- Youth Recreation Center / Program Status Update
- Michigan DNR Mitigation for 28.01 acres of Park Conversion Status (Crown Agreement Update)

### **PUBLIC WORKS**

#### **Trash Collection in Neighborhood and Mini Parks / Clinton River Trail**

- West Columbia Street Repair Status
- Beaudette Park Baseball Field Upgrade to Regulation Status
- Status of Open Engineering Positions / Laborer Positions

#### **RFPs and Contracts**

- CDBG Sidewalk Contract Status
- Tree Contractor Status
  - o CDBG Senior Center Rehab New RFP Status
  - o RFP for Speed Humps Status
  - Other Local Street Paving
  - o Other Contracts Up for Renewal and Scheduled to come before Council within the next 30 days

**PUBLIC COMMENTS:** Comments from Richard Harrison and Portia Fields-Anderson.

**ADJOURNMENT:** The meeting ended at 1:08 p.m.

# CONSENT AGENDA D

**Official Proceedings  
Pontiac City Council  
56<sup>th</sup> 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, October 25, 2022 at 6:03 p.m. by Council President Mike McGuinness.

**Invocation** – Rabbi in Training Matt Brewer, Pontiac Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

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

Mayor Greimel was present  
A quorum was announced.

**Amendments to and Approval of the Agenda**

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

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

No: None

**Motion Carried**

**Consent Agenda**

22-280 **Resolution to approve the consent agenda for October 25, 2022.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City Council has reviewed the consent agenda for October 25, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for October 25, 2022 including the October 18, 2022 City Council Meeting Minutes.

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

No: None

**Resolution Passed**

**Special Presentation**

Anthony Kyles of Pontiac Exonerated for Crime he Did Not Commit, Freed from Prison Nearly 25 Years

**Resolutions**

City Council

22-281 **Resolution Recognizing the Exoneration of Mr. Anthony Kyles and Welcoming Him Home.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, every resident of the City of Pontiac Michigan has the right to life, liberty, and the pursuit of happiness – and those rights should inherently include protection of Pontiac residents by the justice system at the municipal, state, and federal levels;

Whereas, Mr. Anthony Kyles, was wrongfully convicted of four counts of second-degree murder nearly 25 years ago and in connection with the deaths of four people killed in a house fire in the 300 block of Chandler Street in Pontiac, including three young children; and,

Whereas, Mr. Kyles was sentenced to life in prison and was deprived of an excruciating number of years of freedom to live his life and be with his family; and,

Whereas, Mr. Kyles always maintained his innocence, and a growing number of advocates added their voices to the calls for his exoneration and release; and,

Whereas, the Michigan Innocence Clinic and the Conviction Integrity Unit at the Oakland County Prosecutor's Office reviewed Mr. Kyles' case and it was after an independent fire investigator Robert Trenkle was hired to take a deeper drive into the case, that it became clear, that Mr. Kyles was innocent and had been wrongfully convicted; and,

Whereas, it was Robert Trenkle who determined that the fire, was most likely caused by an improperly rewired cord on a space heater, started in a bedroom, was not due to arson and did not originate from the porch; thereby; disproving the prosecution's theory that was presented during Mr. Kyles' trial in 1997, that the fire was intentionally set and started on the porch. It was also discovered that the sole eyewitness lied when he testified that he saw Mr. Kyles start the fire; and,

Whereas, upon the request of Oakland County Prosecutor Karen McDonald, along with Mr. Kyles' attorneys at the Michigan Innocence Clinic, on Wednesday, October 12, 2022, Oakland County Circuit Judge Daniel O'Brien threw out Mr. Kyles convictions and Mr. Kyles was finally freed from prison; now

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby warmly welcomes Mr. Anthony Kyles home from his unjust incarceration; and,

Further Resolved, we express the community's heartbreak to Mr. Kyles and his entire family for the intensely unjust steps that led to the loss of his freedom, the dismantling of his life, and the hurt to both his family and the family of the crime victim who was deprived of true justice for their tragic loss; and, Further Resolved, the city calls upon the entire Pontiac community to extend their hands and their hearts to help welcome Mr. Kyles and to assist him in his transition; and,

Further Resolved, we celebrate the work of the Conviction Integrity Unit at the Oakland County Prosecutor's Office, the Michigan Innocence Clinic and Robert Trenkle for their leadership and advocacy in helping Mr. Kyles restore his freedom and for assisting him to prove his innocence.

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

No: None

**Resolution Passed**

22-282      **Resolution Recognizing Saluting the Work of Fire Investigator Mr. Robert Trenkle in Helping Clear Mr. Anthony Kyles' Name.** Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas, every resident of the City of Pontiac Michigan has the right to life, liberty, and the pursuit of happiness – and those rights should inherently include protection of Pontiac residents by the justice system at the municipal, state, and federal levels;

Whereas, Mr. Anthony Kyles, was wrongfully convicted of four counts of second-degree murder nearly 25 years ago and in connection with the deaths of four people killed in a house fire in the 300 block of Chandler Street in Pontiac, including three young children; and,

Whereas, Mr. Kyles was sentenced to life in prison and was deprived of an excruciating number of years of freedom to live his life and be with his family; and,

Whereas, Mr. Kyles always maintained his innocence, and a growing number of advocates added their voices to the calls for his exoneration and release; and,

Whereas, Robert Trenkle worked for over 20 years in the Detroit Fire Department and due to his fire expertise in investigating over 1,000 fires during his career, was hired by the Conviction Integrity Unit at the Oakland County Prosecutor's Office to investigate Anthony Kyles' case; and,  
Whereas, it was Robert Trenkle who determined that the fire, was most likely caused by an improperly rewired cord on a space heater, started in a bedroom, was not due to arson and did not originate from the porch; thereby; disproving the prosecution's theory that was presented during Mr. Kyles' trial in 1997, that the fire was intentionally set and started on the porch; and,  
Whereas, Mr. Trenkle adamantly supported Anthony Kyles and spent over 1,000 hours working to prove Mr. Kyles' innocence despite never meeting or talking to Mr. Kyles; and,  
Whereas, Mr. Trenkle's fight for justice for Anthony further prompted Mr. Trenkle to stop cutting his hair and shaving until Mr. Kyles was freed from prison, symbolizing that Mr. Kyles was in prison 50 times longer than his hair had been growing; and,  
Whereas, on Wednesday, October 12, 2022, Oakland County Circuit Judge Daniel O'Brien threw out Mr. Kyles' convictions and he was finally freed from prison; now,  
Therefore, Be It Resolved, that we the members of the Pontiac City Council on behalf of the citizens of Pontiac and in partnership with Pontiac Mayor Tim Greimel, recognize and salute Robert Trenkle for his contributions of leadership, selflessness, and his unwavering dedication to his quest for freedom and justice for Anthony Kyles.

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

No: None

**Resolution Passed**

**Recognition of Elected Officials – None**

**Agenda Address**

1. Patrice Waterman addressed item #6
2. Chuck Johnson addressed item #4
3. Dr. Deirdre Waterman addressed items #6 & #7

**Resolutions Continued**

Department of Public Works (DPW)

~~22-283~~

**Resolution to approve the City to enter into an agreement with Precision Concrete, Inc. for the "Sidewalk Trip Hazard Elimination Program" and authorize the Mayor to sign the agreement.** Moved by Councilperson Rutherford and second by Councilperson Nicholson. There was discussion on the motion to approve the resolution.

**Motion to postpone Resolution to approve the City to enter into an agreement with Precision Concrete, Inc. for the "Sidewalk Trip Hazard Elimination Program" and authorize the Mayor to sign the agreement for one week.** Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: Parker, Rutherford and Carrington

No: Goodman, James, McGuinness and Nicholson

**Motion Failed**

22-283

**Resolution to approve the City to enter into an agreement with Precision Concrete, Inc. for the "Sidewalk Trip Hazard Elimination Program" and authorize the Mayor to sign the agreement.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac has advertised and received bids for "SIDEWALK TRIP HAZARD ELIMINATION PROGRAM" on September 29<sup>th</sup> at a publicly opened bid and,  
Whereas, the bid was prepared and reviewed and Precision Concrete, Inc. was the low bidder; and,  
Now, Therefore It Is resolved, the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Precision Concrete, Inc. for the "SIDEWALK TRIP HAZARD ELIMINATION PROGRAM" CONTRACT.

Ayes: Nicholson, Rutherford, Goodman, James and McGuinness  
No: Parker and Carrington  
**Resolution Passed**

Finance

22-284      **Resolution to Authorize City Clerk to publish the proposed Budget Amendment for Budget Year 2022-2023 Increase the Budget Appropriation in the Insurance Fund GL Account 659-864-716-001 – Medical Insurance Retire Account in the amount of \$3,050,000 Increase the Revenue Estimate in the Insurance Fund GL Account 659-000-680-100 – Medical GERS Account in the amount of \$250,000 Increase the Revenue Estimate in the Insurance Fund GL account 659-000-680-200 – Medical PFRS account in the amount of \$2,800,000. Moved by Councilperson Rutherford and second by Councilperson Goodman.**

Whereas, City Council appropriated \$1,750,000 to pay for the retiree's Medical insurance in the Budget Year 2022-23. Since, this payment is fully reimbursable from the Police and Fire Benefit System and the General Retirees Retirement System, the City Council also approved the Estimated Revenue for the same amount; and,

Whereas, the current appropriation in the amount of \$1,750,000 in the 659 – Insurance Fund GL account 659-861-716-001 is not sufficient to cover the expenditure for the entire Budget Year; and,

Whereas, this requested increase in appropriation does not affect the fund balance as it is fully reimbursable from Police and Fire Benefit System and the General Retirees Retirement System; and,  
Whereas, in order to ensure that the budgeted appropriations in compliance with the City's Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the 659-Insurance Fund; and,

Whereas, the administration is increasing Estimated Revenue in the amount of \$3,050,000 in the 659-Insurance Fund in the following Revenue accounts:

659-000-680-100 – Medical GERS - \$250,000 and,

659-000-680-200 – Medical PFRS - \$2,800,000; and,

Whereas, the administration is increasing the appropriation in the amount of \$3,050,000 in the 659-Insurance Fund GL account 659-861-716-001.

Now Therefore, Be Resolved, that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

Budget Year 2022-2023

Estimated Revenue:

GL Account	Original Budget	Requested Increase	Amended Budget
659-000-680-100 – Medical GERS	\$ 500,000	\$250,000	\$750,000
659-000-680-200 – Medical PFRS	\$1,250,000	\$2,800,000	\$4,050,000
Total	\$1,750,000	\$3,050,000	\$4,800,000
Appropriation			
659-861-716-001 – Medical Insurance – Retiree	\$1,750,000	\$3,050,000	\$4,800,000

Planning

~~22-285~~      **Resolution to Deny Zoning Map Amendment [ZMA 22-04] Conditional Rezoning Zoning Map Amendment for 645 S. Old Telegraph Road and 1056 Golf Drive; Parcels 64-14-31-381-027; 64-14-31-458-010; Rezoning from C-1 Local Commercial District & P-1 Parking District to M-1 Light Manufacturing with Conditions, requested by petitioner Get You Greens, LLC. (The Administration is recommending that City Council refer this Conditional Rezoning Request back to the Planning Commission.)** Moved by Councilperson Carrington and second by Councilperson Goodman. There was discussion on the motion to approve the resolution.

**Motion to recess for one minute.** Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: Goodman, James, McGuinness, Nicholson and Rutherford

No: Parker and Carrington

**Motion Carried**

Planning

~~22-285~~      **Resolution to Deny Zoning Map Amendment [ZMA 22-04] Conditional Rezoning Zoning Map Amendment for 645 S. Old Telegraph Road and 1056 Golf Drive; Parcels 64-14-31-381-027; 64-14-31-458-010; Rezoning from C-1 Local Commercial District & P-1 Parking District to M-1 Light Manufacturing with Conditions, requested by petitioner Get You Greens, LLC. (The Administration is recommending that City Council refer this Conditional Rezoning Request back to the Planning Commission.)** Moved by Councilperson Carrington and second by Councilperson Goodman.

Whereas, the City has received an application for Conditional Rezoning (CR) Zoning Map Amendment (ZMA 22-04) for 645 S. Old telegraph Road & 1056 Golf Drive; Parcels 64-14- 31-381-027; 64-14-31-458-010; Rezoning from C-1 Local Commercial District & P-1 Parking District to M-1 Light Manufacturing with Conditions, as requested by the petitioner Get You Greens, LLC.

Whereas, The Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan Update and the requirements set forth by Section 6.804 of the Zoning Ordinance.

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;

Whereas, On August 3, 2022, a Public Hearing was held, and in consideration of public opinion, on October 5, 2022, the Planning Commission recommended to City Council the denial of Zoning Map Amendment request for 645 S. Old telegraph Road & 1056 Golf Drive, to deny the Conditional Rezoning from C-1 Local Commercial District & P-1 Parking District to M-1 Light Manufacturing with Conditions; and

Now, Therefore, Be It Resolved, that the City Council for the City of Pontiac Deny the Zoning Map Amendment (ZMA 22-04) request for 645 S. Old telegraph Road & 1056 Golf Drive, also known as Parcel No. 64-14-31-381-027 and 64-14-31-458-010, the Conditional Rezoning Agreement from C-1 Local Commercial District & P-1 Parking District to M-1 Light Manufacturing with Conditions.

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

No: Rutherford

**Resolution Passed**

Youth Recreation

**Motion to table Resolution approving Memorandum of Understanding between the City and School District for After-School Youth Recreation Activities in Pontiac's Elementary Schools for one week.** Moved by Councilperson Carrington and second by Councilperson Parker.



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

No: None

**Motion Carried**

**Public Comment**

1. Robert Bass
2. Pastor Lester Magnum
3. M. Bill Maxey
4. Florence Anthony Etefia
5. Casandra Thomas
6. Dr. Deidre Waterman
7. Darlene Clark
8. Gloria Miller
9. Chuck Johnson
10. Pastor Kathy Dessureau

**Communications**

City Council and Mayor's Office

**Mayor, Clerk and Council Closing Comments**

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

**Adjournment**

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

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

No: None

**Motion Carried**

Council President Mike McGuinness adjourned the meeting at 9:24 p.m.

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Garland S. Doyle  
City Clerk

**#1**

**SPECIAL  
PRESENTATION**

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# **Headlee Amendment**

## What is the Headlee Amendment

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- The Headlee Amendment to the State Constitution was adopted by Michigan Voters in 1978. The amendment contained a number of provisions designed to limit growth in state and local government revenue and spending.
- Key for local governments is a requirement that property tax millage rates be “rolled back” when assessed value growth, adjusted for property value additions and subtractions, exceeds the rate of inflation.

## How it works

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- Taxes **LEVIED** are not allowed to increase more than the state assigned rate of inflation.
- If property value appreciation would result in an increase of taxes levied being greater than the rate of inflation, then the community is forced to reduce the operating millage by a value that would cause the levy not to exceed the specified growth rate. This value is called the Millage Reduction Fraction or MRF
- The formula:
  - $$\text{MRF} = \frac{(\text{prior year Taxable Value} - \text{LOSSES}) \times \text{inflation rate multiplier}}{\text{current year Taxable Value} - \text{ADDITIONS}}$$
  - $\text{MRF} \times \text{current millage rate} = \text{the new millage rate to be used}$

## How it works (continued)

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- What are subtractions
  - Destroyed property (demolitions, etc.)
  - Exempt property (tax abatements, etc.)
  - Lost value (general market losses, etc.)
- What are additions
  - New Construction
  - Omitted property (accidentally not included in previous year)
  - Previously exempt property
  - Replacement Construction (rebuilding of a structure that was lost/damaged in an accident)

## An Example

- Millage rate 12
- Taxable value = \$10,000
- Inflation = 3%
- Property appreciation (increased value is 10%)
- $$\text{MRF} = \frac{(\text{prior year Taxable Value} - \text{LOSSES}) \times \text{inflation rate multiplier}}{\text{current year Taxable Value} - \text{ADDITIONS}}$$
- $$\text{MRF} = \frac{(\$10,000 - 0) \times 1.03}{\$11,000 - 0}$$
- $$\text{MRF} = \$10,000 \times 1.03 \div \$11,000$$
- $$\text{MRF} = \$10,300 \div \$11,000$$
- $$\text{MRF} = 0.9363$$

## An Example (continued)

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- $MRF = 0.9363$ 
  - New millage rate = old rate \* MRF
  - New millage rate =  $12 * 0.9363$
  - New millage rate = 11.2363
- Taxes levied = new millage \* taxable value
  - $.0112363 * \$11,000 = \$123.599$
- Taxes lost
  - $.012 * \$11,000 = \$132$
  - $\$132 - \$123.60 = \$8.4$



## Headlee and Pontiac

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- Headlee passes/goes into effect in 1978
- In 1982, Pontiac passes new charter with, 12 total mills for city government operations (section 5.205 of the 1982 City charter)
- Each year that passes, Pontiac must adjust its millage rate in accordance with the Headlee amendment.
- The last time Pontiac levied the full 12 mills was 1998

## Headlee and Pontiac (continued)

- History of tax levy in Pontiac:

year	millage rate	taxable value	taxes levied	loss to headlee rollback
1998	12	\$852,391,493	\$10,228,697.92	\$0
1999	11.9724	\$908,633,456	\$10,878,523.19	\$25,078
2000	11.9101	\$1,021,101,847	\$12,161,425.11	\$91,797
2001	11.89493	\$1,094,292,018	\$13,016,526.95	\$114,977
2002	11.7995	\$1,168,970,816	\$13,793,271.14	\$234,379
2003	11.3853	\$1,215,143,568	\$13,834,774.06	\$746,949
2004	11.2737	\$1,291,388,337	\$14,558,724.69	\$937,935
2005	11.2737	\$1,330,636,050	\$15,001,191.64	\$966,441
2006	11.2737	\$1,414,552,660	\$15,947,242.32	\$1,027,390
2007	11.2737	\$1,446,567,360	\$16,308,166.45	\$1,050,642
2008	11.2737	\$1,472,949,920	\$16,605,595.51	\$1,069,804
2009	11.2737	\$1,377,212,650	\$15,526,282.25	\$1,000,270

## Headlee and Pontiac (continued)

- History of tax levy in Pontiac:

year	millage rate	taxable value	taxes levied	loss to headlee rollback
2010	11.2737	\$1,177,478,710	\$13,274,541.73	\$855,203
2011	11.2737	\$907,440,740	\$10,230,214.67	\$659,074
2012	11.2737	\$783,233,190	\$8,829,936.01	\$568,862
2013	11.2737	\$676,861,990	\$7,630,739.02	\$491,605
2014	11.2737	\$663,973,880	\$7,485,442.33	\$482,244
2015	11.2737	\$669,161,280	\$7,543,923.52	\$486,012
2016	11.2737	\$652,076,620	\$7,351,316.19	\$473,603
2017	11.2737	\$675,578,260	\$7,616,266.83	\$490,672
2018	11.2691	\$711,818,640	\$8,021,555.44	\$520,268
2019	11.1699	\$739,562,940	\$8,260,844.08	\$613,911
2020	11.1699	\$789,079,270	\$8,813,936.54	\$655,015
2021	11.0503	\$863,264,740	\$9,539,334.36	\$819,843
2022	10.9132	\$1,105,274,470	\$12,062,081.35	\$1,201,212
Cumulative Headlee rollback				\$15,583,186

## Headlee and Pontiac (continued)

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- History of tax levy in Pontiac:
  - From 2004-2008, the value of property in Pontiac appreciated more slowly than the assigned rate of inflation. During this time there was no additional Headlee rollback.
  - From 2008- 2014, Pontiac suffered value loss through the Great Recession, so there was no additional Headlee rollback.
  - From 2014- 2017, Pontiac property values appreciated more slowly than the assigned rate of inflation, so there was no additional Headlee rollback.
  - From 2019 – 2020, The effects of Covid stalled value growth in the City, so there was no additional Headlee rollback.
  - From 2021- Present, property values appear to be appreciating faster than the assigned rate of inflation.

**#2**

# **ORDINANCE**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Alicia Martin, Purchasing Manager

**DATE:** October 24, 2022

**RE: Ordinance to Amend Purchasing Ordinance to Eliminate Competitive Bidding for Purchases Less Than \$5,000**

Competitive bidding or obtaining three quotes for each purchase causes extensive administrative time and expense, as well as delays not justified by the minor benefit, realized using the competitive bid process. The City of Pontiac is experiencing a bottleneck in its procure-to-pay process. Last fiscal year, 1,970 requisitions were processed, and more than 65% were for purchases less than \$2,500. The city is estimated to spend approximately \$34,475 per fiscal year processing requisitions. This dollar amount is conservative and consists of calculating the average hourly wage for all City personnel involved in the requisition creation and approval process, multiplying the average wage by the amount of time to create and approve a requisition.

WHEREAS, The City of Pontiac requires a procure-to-pay system that will alleviate bottlenecks, ensure timely payment processing, and restore good vendor pay relationships;

WHEREAS, the purchasing manager is requesting permission to make non-major expenditures up to \$2,500 without engaging in the competitive bid process;

WHEREAS, the competitive bid requirement for purchases less than \$2,500 is counter-productive, and is not in the best interest of the City

NOW, THEREFORE,  
BE IT RESOLVED that the City Council approves the ordinance to amend the City of Pontiac's purchasing ordinance so as to permit the City's purchasing agent to make non-major expenditures up to \$5,000 without engaging in the practice of competitive bidding.

AM

# CITY OF PONTIAC, MICHIGAN

## ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the City of Pontiac's purchasing ordinance so as to permit the City's purchasing agent to make non-major expenditures up to \$2,500 without engaging in the practice of competitive bidding.

### Findings

A. Section 4.304 of the City Charter provides, in part, "All purchases and contracts for procurement which exceed a dollar amount fixed by ordinance shall be made only pursuant to competitive bidding as prescribed by ordinance."

B. Despite the fact that the quoted provision would permit certain purchases to be made without competitive bidding, Section 2-519(2)(b) of the City's Municipal Code requires that competitive bidding take place for all purchases, even those that are not classified as "major" expenditures under the Municipal Code.

C. During the year ended June 30, 2022, 65% of City purchases entailed an expenditure of less than \$2,500. Taking into account inflation and other anticipated price increases, most purchases will be less than \$5,000 in the coming years. Competitive bidding for such purchases necessitates, administrative time and expense as well as delays not justified by the minor benefit that might be realized by using competitive bidding for such purchases.

D. In the City Council's view, a competitive bidding requirement for purchases of less than \$5,000 is counter-productive, and is not in the best interest of the City.

E. As permitted by the Charter, this ordinance will remove the requirement of competitive bidding for purchases of less than \$5,000 and only require competitive bidding for purchase of \$5,000 or greater.

THE CITY OF PONTIAC ORDAINS:

### Section 1. Amendments.

Article VI, Division 2, Section 2.519(2)(b) of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.519(2) shall read in its entirety as follows:

(2) If the purchase or sale entails an expenditure that is not "major" as defined in section 2-517, the purchasing agent is authorized to let and/or award the contract subject to the following conditions:

a. Proposals shall be solicited by the purchasing agent from qualified persons.

b. The practice of competitive bidding is required for all purchases of \$5,000 or greater, but formal advertising shall not be required. Competitive bidding is permitted, but not required, for purchases of less than \$5,000.

c. The purchasing agent must make a determination that the prospective contractor is responsible. The purchasing agent should utilize all available information from within the purchasing division and other city departments, from the prospective contractor, from banks and other financial companies, in order to ascertain whether the prospective contractor is responsible, under the guidelines set forth under "lowest responsible bidder" in this section.

d. No contract shall be awarded by the purchasing agent under this subsection (2) until the purchasing agent shall have made a determination that the contract price is reasonable, based upon the following criteria:

1. Other recent contracts for same or similar materials or services, under the same or similar specifications;
2. The price bid by the prospective contractor is validated by a federal, trade or other recognized index, to the extent possible;
3. Allowance for a reasonable profit considering prevalent market conditions;
4. An adequate number of proposals were submitted to ensure a fair price; or
5. Any other relevant factors.

e. No contract awarded by the purchasing agent under this subsection (2) shall be valid until the contract is executed by the Mayor or his or her designee. Major contracts shall be approved by a majority of City Council.

## Section 2. Severability.

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

## Section 3. Repealer.

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

## Section 4. Publication.

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



Section 5.     Effective Date.

This Ordinance shall be effective ten days after it is adopted.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of November, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

**#3**

# **ORDINANCE**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Alicia Martin, Purchasing Manager

**DATE:** October 24, 2022

**RE:** **Ordinance to Amend the City of Pontiac's Purchasing Ordinance**

Since 1985, practices and procedures implemented and utilized by the City have not been consistently based on ambiguity or interpretation of specific definitions and procedures outlined in the Purchasing Ordinance. As permitted by the Charter, this ordinance will attempt to clarify and confirm particular terms and requirements outlined in the Purchasing Ordinance.

WHEREAS, The City of Pontiac administration and purchasing requires clarity about certain terms and requirements set forth in the Purchasing Ordinance;

WHEREAS, words, terms and phrases, when used in the Purchasing division will be more clearly defined;

WHEREAS, the threshold for contract approval by the mayor and City Council is clearly defined;

NOW, THEREFORE,  
BE IT RESOLVED, that the City Council hereby approve the ordinance to amend the City of Pontiac's purchasing ordinance to clarify certain definitions and procedures.

AM

# CITY OF PONTIAC, MICHIGAN

## ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the City of Pontiac's purchasing ordinance to clarify certain definitions and procedures.

### Findings

A. Section 4.304 of the City Charter provides, in part, "All purchases and contracts for procurement which exceed a dollar amount fixed by ordinance shall be made only pursuant to competitive bidding as prescribed by ordinance."

B. In 1985, the City Council adopted Article VI, Division 2, a Purchasing Ordinance which imposed certain duties and procedures for the Purchasing Division when making purchases and disposing of property on behalf of the City, and exempting certain professional services contracts from the Purchasing Ordinance.

C. Since 1985, practices and procedures implemented and utilized by the City have not been consistent based on ambiguity or interpretation of certain definitions and procedures set forth in the Purchasing Ordinance.

D. As permitted by the Charter, this ordinance will attempt to clarify and confirm certain terms and requirements set forth in the Purchasing Ordinance.

### THE CITY OF PONTIAC ORDAINS:

#### Section I. Amendments.

(A) Article VI, Division 2, Section 2.517 of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.517 shall read in its entirety as follows:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Contract" means any city contract, including contracts awarded by competitive bidding, single-source or negotiated contracts, or contracts awarded by any other procurement process and whether or not done in conjunction with any other government agency, or public or private entity. Purchase orders and so-called blanket purchase orders are contracts under the provisions of this division.
- (b) "Division" means the purchasing division of the finance department.
- (c) "Invitation for bids" means the complete assembly of related documents (whether attached or incorporated by reference) furnished prospective bidders for the purpose of bidding.

- (d) "Lowest responsible bidder" means that bidder who submits the lowest bid, conforming to specifications, as evaluated pursuant to section 2-519, and who is qualified by meeting the following standards as they relate to the particular contract under consideration. The bidder must demonstrate:
- (1) Adequate financial resources for performance, or the ability to obtain such resources as required during performance, as determined by the purchasing agent, after consultation with the department that will be utilizing the goods or services procured, and the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
  - (2) Ability to comply with the proposed or required time of delivery or performance schedule;
  - (3) A satisfactory record of integrity, judgment and performance (contractors who are delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement);
  - (4) Qualifications and eligibility to receive an award under applicable laws, ordinances and regulations; and the ability to comply with applicable bonding and insurance requirements;
  - (5) That the bidder is not disqualified under section 2-528, pertaining to contractors or vendors in default or indebted to the city, of this division.
- (e) "Major" means a purchase or contract of not less than the specified dollar valuation of a contract as set forth below in relation to the corresponding contract classification. A contract or purchase that is "major" shall be considered as exceeding the dollar amount requiring competitive bidding as defined in this section, pursuant to section 4.304 of the Charter.
- (f) "Major Contracts" any of the following:
- (1) Purchases of materials, equipment and supplies over \$10,000.
  - (2) Public work contracts for demolition, street paving, or other construction over \$10,000.
  - (3) Other purchases and contracts, including services (including, but not limited to, tree removal, catering, janitorial, maintenance, etc.) over \$10,000.
  - (4) Disposition of materials, equipment and supplies pursuant to section 2-520 over \$10,000.

- (5) Disposition or purchase of real property pursuant to section 2-520 over \$10,000.
  - (6) Contracts and purchases shall not be divided into units smaller than the amounts set forth above in order to avoid being classified as major.
  - (7) Options to purchase or sell real property if the option price is over \$10,000.
  - (g) "Professional service contract" means a contract for services to the city or any agency of the city by physicians, attorneys, accountants, architects, engineers, or any other person rendering service to the city which would usually be considered professional.
  - (h) "Purchasing agent" means purchasing agent of purchasing division, finance department, of the city.
  - (i) "Subcontract" means an agreement between a subcontractor and a contractor under which the subcontractor will provide goods, services, materials, equipment or supplies to a contractor.
  - (j) "Subcontractor" means any person providing goods, services, materials, equipment or supplies to a contractor.
  - (k) "Unit" means any item offered for sale by the city as a separate item, or, when items to be sold by the city are deemed to be more readily saleable in groups, any group of items offered for sale by the city in a group and not separately.
- (B) Article VI, Division 2, Section 2.521 of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.521 shall read in its entirety as follows:
- (a) Professional service contracts are excluded from the provisions of this division. The Mayor shall with the concurrence of the Council adopt administrative rules regarding the retention of professional services. However, any contract for professional services, except for legal and accounting services, during the course of a fiscal year in excess of \$10,000.00 must have the approval of the Council, unless the services required are of an emergency nature attested in writing by the department head requesting the service, the Finance Director, the Purchasing Agent, and the Mayor. Such emergency contracts shall be forwarded to City Council for their information along with the attestation.
  - (b) The Mayor, with the concurrence of the Finance Director and City Attorney, may secure the services of law firms and accounting firms up to \$500,000.00 per fiscal year without City Council approval provided that there are funds available in the City's budget for such services. The use of attorneys and accounting firms under this provision is not intended to establish a long-term relationship with the City, but rather to address a specific need expressed by the City Attorney or Finance Director in writing.

(c) Professional service contracts under this Section 2-521 may be terminated at the pleasure of the Mayor.

(d) The Mayor may authorize the City Attorney to file suit against any contractor which is deemed by the Mayor and City Attorney to be in breach of contract with the City.

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

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

Section 5. Effective Date.

This Ordinance shall be effective ten days after it is adopted.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the \_\_\_\_\_ day of October, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Garland Doyle, City Clerk

**#4**

# **RESOLUTION**





## **PONTIAC CITY COUNCIL RESOLUTION HONORING DEPARTED CITY EMPLOYEE MATTHEW BERENS**

**WHEREAS**, the Pontiac City Council would like to pay proper tribute to Matthew Berens, an individual of great character, a kind-hearted, sincere and passionate man and a devoted City of Pontiac employee; and,

**WHEREAS**, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Matthew Berens; and,

**WHEREAS**, Matthew Berens married wife Christine and it was this union that allowed Matthew to uncover the key to joy and happiness, discover the true meaning of love and acquire a soul-mate for over 35 years; and,

**WHEREAS**, Matthew Berens proudly served his country in the U.S. Coast Guard performing the duties of radio communications and audio visual for over 7 years; and,

**WHEREAS**, Matthew Berens started working for the City of Pontiac on September 14, 2020 as a Code Inspector; and,

**WHEREAS**, Matthew Berens was truly a free-spirit and had many talents; he also worked at Nationwide Video for over 20 years, travelled the U.S. extensively on his motorcycle, enjoyed fixing bicycles for others, sailing and listening to music; and,

**WHEREAS**, Matthew Berens was an endearing and honest man who always maintained a positive outlook on life, was a great listener, made friends everywhere he went, was willing to go above and beyond to help others and served as a positive role-model to not only his co-workers, but to all; now,

**THEREFORE, BE IT RESOLVED**, that the Members of the Pontiac City Council and members of this great community will greatly miss Matthew Berens as his life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family, friends, and colleagues of Matthew Berens.

*PONTIAC CITY COUNCIL      •      Pontiac, Michigan      •      November 1, 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**

**#5**

# **RESOLUTION**



## **PONTIAC CITY COUNCIL RESOLUTION HONORING DEPARTED CITY RETIREE CHARLES HAYWARD**

**WHEREAS**, the Pontiac City Council would like to pay proper tribute to Charles Hayward, an individual of great character whose life exemplified the highest ideals of humanity, who truly embodied faith, humility and service to others and a caring and devoted member of the community; and,

**WHEREAS**, Charles Hayward was born on June 27, 1942, in Pontiac, Michigan, to parents Charles H. and Beulah Emily Hayward (nee Holsworth); and,

**WHEREAS**, Charles Hayward married the love of his life Patricia on May 5, 1962 and to this union the couple was blessed with their daughter Linda and their son Charles; and,

**WHEREAS**, Charles Hayward, compelled to defend our nation and freedom, served his county, proudly and with conviction and honor, in the Marine Corps where he worked as a small engine mechanic; and,

**WHEREAS**, Charles Hayward after being discharged from the Marines, became a loyal and courageous fighter for the Pontic Fire Department where he dedicated over 25 years of his life until he retired; and,

**WHEREAS**, Charles Hayward was a steadfast and an active member of Waypoint Free Methodist Church in Clarkston; and,

**WHEREAS**, Charles Hayward enjoyed woodworking; however, even more enjoyable and far more important, was his family; and,

**WHEREAS**, Charles Hayward not only recognized and embraced the love of his family, but was committed to ensuring that his children and grandchildren were self-sufficient; now,

**THEREFORE, BE IT RESOLVED**, that the Members of the Pontiac City Council and members of this great community will greatly miss Charles Hayward as his life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family, friends, and past colleagues of Charles Hayward.

**PONTIAC CITY COUNCIL** • **Pontiac, Michigan** • **November 1, 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**

**#6**

**RESOLUTION**



**Council Resolution to approve budget amendment for Budget Year 2022-2023,**

**Transferring out of the Capital Improvement Fund GL account 445-000-288.000 – Unearned Revenue - \$518,224.41 and  
Transfer into the Capital Improvement Fund GL account 445-000-674.101-SKATP – Contribution from 101 - \$55,000,  
Transfer into the Capital Improvement Fund GL account 445-000-675.000-SKATP – Contribution from Private Source - \$338,224.41,  
Transfer into the Capital Improvement Fund GL account 445-000-528.000-SKATP – Federal Grant Other - \$125,000 and  
Increase the budget appropriation in Capital Improvement Fund GL account 445-699-976.001-SKATP-Building Addition and Improvement \$518,224.41.**

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WHEREAS, the City of Pontiac passed a resolution in Budget year 2021-2022 supporting the construction of Pontiac Skate Park from the Capital Improvement Fund; and,

WHEREAS, the total cost of the Skate Park Project is \$518,224.41; and,

WHEREAS, Oakland County Sheriff PAL foundation contributed \$338,224.41 and the funding was received in May of 2022 and recorded in the Capital Improvement Fund 445-000-288.000 – Unearned Revenue; and,

WHEREAS, on December 1, 2021 and at the Board of Commissioners' Economic Development & Infrastructure Committee meeting, the Committee considered and passed a resolution allocating \$125,000 for the Skate Park Project and funding was received in June of 2022 and recorded in the Capital Improvement Fund 445-000-288.000 – Unearned Revenue Account; and,

WHEREAS, the City Council approved the City's matching contribution in the amount of \$55,000 from the General Fund in the January 11, 2022 City Council meeting. The contribution was recorded in the Capital Improvement Fund 445-000-288.000 – Unearned Revenue; and

WHEREAS, in order to ensure that the budgeted appropriations in compliance with the City's Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the Capital Improvement Fund; and

WHEREAS, the administration is transferring \$518,224.41 out of Capital Improvement fund 445-000-288.000 – Unearned Revenue into the following revenue account in the Capital Improvement fund:  
445-000-675.000-SKATEP – Contribution from Private Source -\$338,224.4,  
445-000-674.101-SKATEP – Contribution from 101 - \$55,000 and,  
445-000-528.000-SKATEP – Federal Grant Other - \$125,000

WHEREAS, the administration is increasing the appropriation in the amount of \$518,224.41 in the Capital Improvement Fund 445-699-976.001-SKATP – Building Addition and Improvement account.

**NOW THEREFORE, BE RESOLVED,** that the City Council hereby approves the budget amendment for Fiscal Year 2022-23 as requested by the Administration to Transfer \$518,224.41 out of the Capital Improvement Fund GL account 445-000-288.000 – Unearned Revenue account and Transfer \$55,000 into the Capital Improvement Fund GL account 445-000-674.101-SKATP – Contribution from 101 account,  
Transfer \$338,224.41 into the Capital Improvement Fund GL account 445-000-675.000-SKATP – Contribution from Private Source account,  
Transfer \$125,000 into the Capital Improvement Fund GL account 445-000-528.000-SKATP – Federal Grant Other account and,  
Increase the budget appropriation in the Capital Improvement Fund GL account 445-699-976.001-SKATP-

**#7**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Finance

---

**TO:** Honorable City Council President and City Council

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** October 26, 2022

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,**  
**Increase the budget appropriation in the General Fund GL account 101-699-956.445-NEXT50 – Contribution to Capital Improvement**  
**Increase the revenue estimate in the General Fund GL account 101-000-675.000-NEXT50 – Contribution from Private Source**

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In November of 2021, the City council approved the acceptance of grant from NEXT50 Initiative, a Colorado nonprofit corporation for "The City of Pontiac's Older Adult Enrichment" in the amount of \$90,000. The grant amount was received in the Fiscal Year 2021-22. As there was no project identified to spend this grant amount in the Fiscal year 2021-22, the amount was kept in the General Fund Current Liability GL account number 101-000-288.000-Next50 – Unearned Revenue account for future use.

The Administration is proposing to spend this Grant amount (\$90,000) for the Senior Center Improvements in Ruth and Bowen Center in current budget year. For this project, we need additional appropriation in the amount of \$90,000 in the General Fund GL account number 101-699-956.445-Next50 – Contribution to Capital Improvement and increase the Estimated Revenue in the General Fund GL account number 101-000-675.000-NEXT50 – Contribution from Private Source account. This budget amendment will not affect the Fund balance in the General Fund.

It is hereby requested that the City Council approve this proposed budget amendment to be in compliance with the grant agreement.

*This item cannot be approved until after the resolution to authorize the city clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice.*

**Attachment: Grant Agreement**





**Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,**

**Increase the budget appropriation in the General Fund GL account 101-699-956.445-NEXT50 – Contribution to Capital Improvement**

**Increase the revenue estimate in the General Fund GL account 101-000-675.000-NEXT50 – Contribution from Private Source**

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WHEREAS, in November of 2021, the City council approved the acceptance of grant from NEXT50 Initiative, a Colorado nonprofit corporation for “The City of Pontiac’s Older Adult Enrichment” program in the amount of \$90,000. The grant amount was received in the Fiscal Year 2021-22.; and,

WHEREAS, the grant amount was received in the Fiscal Year 2021-22 and the amount was kept in the General Fund Current Liability GL account number 101-000-288.000-Next50 – Unearned Revenue account for future use; and,

WHEREAS, The Administration is proposing to spend \$90,000 for the Senior Center Improvements in Ruth and Bowen Center in current budget year.; and,

WHEREAS, in order to ensure that the budgeted appropriations in compliance with the City’s Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the 101-General Fund; and,

WHEREAS, the administration is increasing the appropriation in the amount of \$90,000 in the General Fund GL account number 101-699-956.445-Next50 – Contribution to Capital Improvement and increase the Estimated Revenue in the General Fund GL account number 101-000-675.000-NEXT50 – Contribution from Private Source account; and,

WHEREAS, this budget amendment will not affect the Fund balance in the General Fund.

**NOW THEREFORE, BE RESOLVED**, that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

**Increase the budget appropriation in the General Fund GL account 101-699-956.445-NEXT50 – Contribution to Capital Improvement**

**Increase the revenue estimate in the General Fund GL account 101-000-675.000-NEXT50 – Contribution from Private Source**



October 21, 2021

Alexandra L Borngesser  
The City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

Dear Alexandra,

Congratulations! NextFifty Initiative has reviewed the application you submitted for "The City of Pontiac's Older Adult Enrichment" and we are excited to work with you as your organization aims to positively change the landscape of aging!

Based on the information provided and the availability of funds, we will fund your request at \$90,000.00 (specific details of your award are outlined in the enclosed Grant Agreement). NextFifty Initiative staff member Sydney Langer is your Program Officer and will work with you on this award. Please direct all questions about the grant to this individual.

All funds awarded are contingent on fulfillment of Conditions of the Grant Award. These conditions are listed in the enclosed agreement. Please read this agreement thoroughly. Also enclosed is an ACH Payment form. Complete, sign, and date the documents and return them to NextFifty Initiative via DocuSign **no later than November 29, 2021. Failure to return the executed documents to NextFifty Initiative by November 29, 2021, may result in the forfeiture of your grant.** Funds will not be released until the documents are signed and returned by the aforementioned date. A copy of the fully executed agreement will be sent to you via DocuSign. Should you have any questions, please contact your Program Officer.

If something occurs to delay implementation or progress of the grant or to alter the goals, intended use of funds, or request primary contact identified in the grant application, please contact your Program Officer as soon as possible.

Your grant award provides a great opportunity to promote the work you are doing with and for older adults! When sharing news about your grant award, we request that you specifically note that funding was made available by NextFifty Initiative. Please do not release any announcements or promotional materials until you have received your copy of the fully executed grant agreement and communication toolkit. The toolkit includes resources to make it easier to share this news with your community.

Additionally, we recognize that stories are an effective method of expressing the impact of the work you do. If you have a compelling story that relates to your work or to this project, please share with us as we would be honored to hear about it. We may feature some of these stories on our website and in other communications.

We are thankful for the work you are doing and are excited for this opportunity to collaborate in improving the future of aging.

Sincerely,

A handwritten signature in black ink, reading "Diana McFail". The signature is fluid and cursive, with the first name "Diana" and last name "McFail" clearly distinguishable.

Diana McFail  
President and CEO

Enclosure

## **GRANT AGREEMENT**

This GRANT AGREEMENT (the “Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_ 2021) by NextFifty Initiative, a Colorado nonprofit corporation (“NFI”), and The City of Pontiac (“Grantee”).

NFI agrees to issue, and Grantee agrees to accept, a grant in the amount of \$90,000.00 (the “Grant”), subject to the terms of this Agreement.

1. NFI shall issue the Grant within days following its receipt of this Agreement, bearing the signature of Grantee’s authorized representative.

2. Grantee shall use the Grant exclusively for charitable, educational, and/or scientific purposes as described in Code section 170(c)(2)(B). Specifically, Grantee shall apply all Grant funds as provided in its Grant Application, which is attached to this Agreement and incorporated by this reference.

3. Grantee shall not use any portion of the Grant funds: (a) to carry on propaganda, or otherwise to attempt, to influence legislation; (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; or (c) to undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes.

4. Grantor may withhold or suspend payment of any Grant amount, or may terminate this Agreement in its entirety, if NFI determines, in its sole and absolute discretion, that Grantee: (a) without NFI’s written consent, has used any portion of the Grant funds in a manner other than described in Section 1 or otherwise breached the terms of this Agreement; (b) has been dissolved, whether voluntarily or involuntarily; (c) has become insolvent; or (d) ceases to be exempt from federal income taxation as an organization described in Code section 501(c)(3).

5. Grantee shall provide NFI such information regarding Grantee’s use of the Grant funds as NFI shall reasonably request from time to time. To that end, Grantee shall maintain records of all Grant-related receipts and expenditures for at least four years following the completed use of Grant funds and shall make such records available to NFI at reasonable times for any purpose regarding Grantee’s use of the Grant.

6. To the extent permitted, but as expressly limited by applicable law, Grantee shall indemnify, defend, and hold NFI harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys’ fees, arising from: (a) Grantee’s use of the Grant funds; or (b) Grantee’s performance or non-performance of any activities described in the Grant Application.

7. Grantee acknowledges that nothing in this Agreement obligates NFI or implies a commitment by NFI to provide additional funding to Grantee beyond payment of the Grant. However, Grantee’s use of Grant funds and activities under the terms of this Agreement may be considered by NFI in connection with other grant applications or agreements involving Grantee.

8. No joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement or Grantee's related conduct.

9. Any provisions of this Agreement which cannot be completed before the use of all Grant funds or termination of this Agreement, shall survive completion of the activities described in the Grant Application and/or termination of this Agreement.

10. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the law of conflicts of any jurisdiction.

11. This Agreement contains the entire agreement between the parties relating to the Grant and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the parties concerning the Grant. This Agreement may be modified only by written agreement of the Parties

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

**GRANTOR**

**NEXTFIFTY INITIATIVE**

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

Name: Diana McFail

Title: President & CEO

**GRANTEE**

**THE CITY OF PONTIAC**

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

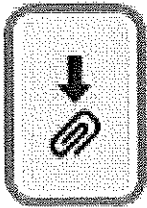
Name: \_\_\_\_\_

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

## **INSTRUCTIONS FOR COMPLETING ACH PAYMENT FORM**

In order to expedite your funding, we ask that you complete the attached ACH Payment Form, which also requires uploading a copy of a voided check. Click on the attachment link in the ACH form, next to the signature line, to attach the check (see image below). If you have any questions, this [link](#) provides further instruction.

DocuSign is a secure system, and your data is protected. To read more about DocuSign's security, click on this [link](#).

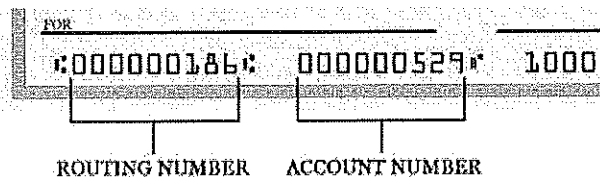


**ACH Authorization for ACH Credit**

Company Name _____			
Address _____			
City _____	State _____	Zip _____	
Phone _____	Email _____		

I hereby authorize NextFifty Initiative to initiate credit entries to my Checking / Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called "DEPOSITORY".

Depository Institution Name _____	
City _____	State _____ Zip _____
Phone _____	Account Type <input type="checkbox"/> Checking / <input type="checkbox"/> Savings
Name on Account _____	
Routing Number _____	
Account Number _____	



This authorization is to remain in full force and effect until NextFifty Initiative receives written notification from me of its termination in such time and in such manner as to afford NextFifty Initiative a reasonable opportunity to act on it.

Name (Printed) \_\_\_\_\_ [    ]

Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*\* Please attach a copy of a voided check from depository financial institution \*\***



## Resolution of the Pontiac City Council



**21-379 Resolution to accept a \$90,000 Grant from Nextfifty Initiative to Support Infrastructure Improvements at Pontiac Senior Centers.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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;

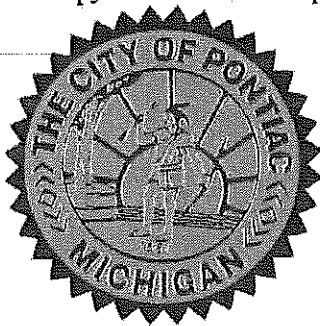
NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 –Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.


Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed**

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on November 30, 2021.



  
GARLAND S. DOYLE, Interim City Clerk

December 9, 2021

**#8**

# **RESOLUTION**



Finance

## CITY OF PONTIAC

### OFFICIAL MEMORANDUM

**TO:** Honorable City Council President and City Council

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** October 26, 2022

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023, Increase the budget appropriation in the General Fund GL account 101-699-818.017-KABOOM – Prof. Service – Kaboom Grant Expenditure in the amount of \$48,875**

On July 2, 2019, the City council approved the acceptance of KABOOM! Play Everywhere Challenge Grant in the amount of \$56,500. This grant was awarded to introduce element of play in unconventional spaces. In the last Fiscal Year 2021-22, part of the grant fund in the amount of \$7,625.00 was spent for the construction of Upper Stage and Canopy at Hidden River Plaza.

Grant amount remaining to spend in the FY 2022-23 is \$ 48,875. We need additional appropriation in the amount of \$48,875 in the General Fund GL account number 101-699-818.017-KABOOM as there is no allocation for this project in the current year budget. This increase in the appropriation will reduce the Fund Balance in the General Fund

It is hereby requested that the City Council approve this proposed budget amendment to be in compliance with the grant agreement.

*This item cannot be approved until after the resolution to authorize the city clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice.*

**Attachment: Grant Agreement**



**Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,  
Increase the budget appropriation in the General Fund GL account 101-699-818.017-  
KABOOM – Professional Services – Kaboom Grant Expenditure Retiree account in the amount of \$48,875**

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WHEREAS, On July 2, 2019, the City council approved the acceptance of KABOOM! Play Everywhere Challenge Grant in the amount of \$56,500 and the amount was received in the Budget Year 2019-20 and recorded as revenue in the same year: and,

WHEREAS, out of \$56,500, an amount of \$7,625.00 was spent towards the construction of Upper Stage and Canopy at Hidden River Plaza.in the Budget Year 2021-22; and,

WHEREAS, the Administration is proposing to spend the remaining balance amount of \$48,875 in compliance with the grant agreement in the current budget year; and,

WHEREAS, in order to ensure that the budgeted appropriations in compliance with the City's Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the 101-General Fund; and,

WHEREAS, the administration is increasing the appropriation in the amount of \$48,875 in the General Fund GL account 101-699-817.017-KABOOM and this increase in appropriation will decrease the Fund Balance in the General Fund by the same amount.

**NOW THEREFORE, BE RESOLVED**, that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

**Increase the budget appropriation in the General Fund GL account 101-699-818.017-  
KABOOM – Professional Services – Kaboom Grant Expenditure Retiree account in the amount of \$48,875.**

**#9**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Finance

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**TO:** Honorable City Council President and City Council

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** October 26, 2022

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,**  
**Increase the budget appropriation in the General Fund GL account 101-699-808.000-MMHPRK – Parks and Neighborhood Project account**  
**Increase the revenue estimate in the General Fund GL account 101-000-582.000-MMHPRK – Grants from Oakland County**

---

In May of 2022, the City council approved the acceptance of grant award from the Oakland County Parks for the “Mattie McKinney Hatchett Park Redevelopment Program” in the amount of \$100,000. As per the agreement, the Oakland County will reimburse the City for the amount spent in compliance with the project and the City did not spend any money on this project in the Fiscal year 2021-22.

The Administration is proposing to spend this Grant amount (\$100,000) for the Mattie McKinney Hatchett Park Redevelopment Program in the current budget year. For this project, we need additional appropriation in the amount of \$100,000 in the General Fund GL account number 101-699-808.000-MMHPRK – Parks and Neighborhood Project account and increase the Estimated Revenue in the General Fund GL account number 101-000-582.000-MMHPRK – Grants from Oakland County account. This budget amendment will not affect the Fund balance in the General Fund.

It is hereby requested that the City Council approve this proposed budget amendment to be in compliance with the grant agreement.

*This item cannot be approved until after the resolution to authorize the city clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice.*

**Attachment: Grant Agreement**



**Council Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023,**

**Increase the budget appropriation in the General Fund GL account 101-699-808.000-MMHPRK – Parks and Neighborhood Project account**

**Increase the revenue estimate in the General Fund GL account 101-000-582.000-MMHPRK – Grants from Oakland County**

---

WHEREAS, in May of 2022, the City council approved the acceptance of grant award from the Oakland County Parks for the “Mattie McKinney Hatchett Park Redevelopment Program” in the amount of \$100,000. The grant amount was received in the Fiscal Year 2021-22; and,

WHEREAS, the Oakland County agreed to reimburse the City for the amount spent in compliance with the project; and,

WHEREAS, the City did not spend any money on this project in the Fiscal year 2021-22; and,

WHEREAS, the Administration is proposing to spend \$100,000 for the Mattie McKinney Hatchett Park Redevelopment Program in the current budget year; and,

WHEREAS, in order to ensure that the budgeted appropriations in compliance with the City’s Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the 101-General Fund; and,

WHEREAS, the administration is increasing the appropriation in the amount of \$100,000 in the General Fund GL account number 101-699-808.000-MMHPRK – Parks and Neighborhood Project account and increase the Estimated Revenue in the General Fund GL account number 101-000-582.000-MMHPRK – Grants from Oakland County account; and,

WHEREAS, this budget amendment will not affect the Fund balance in the General Fund.

**NOW THEREFORE, BE RESOLVED**, that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration as given below:

**Increase the budget appropriation in the General Fund GL account 101-699-808.000-MMHPRK – Parks and Neighborhood Project account**

**Increase the revenue estimate in the General Fund GL account 101-000-582.000-MMHPRK – Grants from Oakland County**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** The Honorable Pontiac City Council

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Darin Carrington, Finance Director

**DATE:** December 29, 2021

**RE:** Resolution to approve The City of Pontiac's submission of the grant application titled "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program for Development of Mattie McKinney Hatchett Park in the amount of \$100,000

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### EXECUTIVE SUMMARY

The Executive Office of Mayor Tim Greimel kindly requests the approval of The City of Pontiac's submission of a grant application titled "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program for development of Mattie McKinney Hatchett Park in the amount of \$100,000. The City of Pontiac is proposing park improvements to Mattie McKinney Hatchett Park, classified as a Neighborhood Park, located in the Unity Park neighborhood on the City's east side.

### STATEMENT OF NEED

In a 2018 community survey, respondents identified a variety of concerns that established a recurring theme related to quality of life. A myriad of factors has led to low quality of life for residents in the City. According to CDC data, Pontiac residents have an average life expectancy 20 years lower than neighboring communities. Critical issues related to Social Determinants of Health, including crime, safety, violence, generational poverty, and racial inequity have led to this crisis.

The process for adopting the City's Parks and Recreation Master plan included a survey of each park and its amenities. This indicated that the quality of the facilities is poor, including uneven basketball courts, broken playground equipment, lack of working restrooms, unsafe conditions,



and beyond. Green spaces in urban areas greatly reduce climate and health risks while improving the physical and mental wellbeing and quality of life for residents. Cities with robust park systems experience stronger economies, decreased crime, increased property value, and protection from environmental impacts of urban landscapes.

The benefits of renovating and enhancing Mattie McKinney Hatchett Park are invaluable and residents will reap those benefits by way of a stronger economy, safer neighborhoods, and a more resilient environment, all of which will bear fruit for the City of Pontiac and neighboring communities to indulge.

## **PROJECT PLANS**

In 2021, the City of Pontiac adopted a 2021-2025 Parks and Recreation Master Plan. The purpose of this plan is to provide a new vision for future allocation of resources and create a vibrant and sustainable park system. This plan includes improvements and upgrades to Mattie McKinney Hatchett Park.

The City of Pontiac, in partnership with Pontiac Community Foundation, has worked with an expert designer and project engineer to develop a comprehensive project plan that fits the needs of the surrounding neighborhood and broader community. Critical aspects of sustainability and green infrastructure were taken into consideration along with ADA standards to ensure accessibility to all users regardless of age or ability.

The City of Pontiac has partnered with the Pontiac Community Foundation to redevelop Mattie McKinney Hatchett Park and, by leveraging this public-private partnership, the residents will reap the many benefits of a revitalized outdoor space for recreation, leisure, and beyond.

Resolution on Following Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO APPROVE THE CITY OF PONTIAC'S SUBMISSION OF THE GRANT APPLICATION TITLED "MATTIE MCKINNEY HATCHETT PARK REDEVELOPMENT" TO THE OAKLAND COUNTY PARKS AND RECREATION PARK IMPROVEMENTS GRANT PROGRAM FOR DEVELOPMENT OF MATTIE MCKINNEY HATCHETT PARK IN THE AMOUNT OF \$100,000**

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

*Whereas, the City of Pontiac desires to submit an application titled "Mattie McKinney Hatchett Park Redevelopment" to the Oakland County Parks and Recreation Park Improvements Grant Program for Development of Mattie McKinney Hatchett Park in the amount of \$100,000;*

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

*Whereas, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.*

*NOW THEREFORE BE IT RESOLVED that The City of Pontiac hereby approves participation in the Park Improvements Grant Program and authorizes the submission of a Park Improvements Grant Program application for \$100,000.*

*BE IT FURTHER RESOLVED that the Grant Program application is supported by the City of Pontiac's Parks and Recreation Master Plan.*

*BE IT FURTHER RESOLVED that The City of Pontiac acknowledges and certifies compliance with all grant program requirements, including commitment to long-term maintenance and all project cost overruns.*

*BE IT FURTHER RESOLVED that The City of Pontiac shall make a local match through financial commitment of private funds for \$300,000 through a partnership with The Pontiac Community Foundation.*

*BE IT FURTHER RESOLVED that Mayor Tim Greimel will be authorized to sign all grant-related documents on behalf of The City of Pontiac.*

**Attachment: Mattie McKinney Hatchett Park Redevelopment Oakland County Parks and Recreation Park Improvements Grant Program Application**

## **PLAY EVERYWHERE CHALLENGE: GRANT RECIPIENT AGREEMENT**

The Play Everywhere Challenge ("Challenge") funded with support provided by the Ralph C. Wilson, Jr. Foundation ("Funding Partner") from the Built to Play Fund, is a call for ideas organized by KaBOOM!, Inc., a District of Columbia non-profit corporation ("KaBOOM!"), designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a playspace is and can be.

As a condition of receiving the Grant, the Grant Recipient, and if applicable, the Fiscal Sponsor collectively, hereby agree to the following:

### **1. USE OF FUNDS**

a. The Grant Recipient will use the Grant to support the specific project described in the written application (the "Application") submitted to KaBOOM! by the Grant Recipient in connection with the Challenge (the "Purpose"). The Grant Recipient, through the Fiscal Sponsor shall, within 30 days after written notice from KaBOOM!, remit any portion of the Grant that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by the Grant Recipient, KaBOOM! may, in its sole discretion, provide the Grant Recipient with a reasonable opportunity to cure the purported violation.

The Grant Recipient may not use any portion of the Grant for any of the following: to operate itself in any manner that is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined by KaBOOM! and its supporting sponsors' sole discretion) behavior.

b. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or its Funding Partner, and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or its Funding Partner and the Grant Recipient or any other person involved in the project. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their affiliates, nor their respective officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant or the Purpose.

c. The Grant Recipient shall accept the Grant and be the owner of the project funded thereby in its entirety and shall be responsible for all liability arising out of or otherwise relating to the ownership, use, maintenance and repair of anything related to the Grant.

### **2. THE TERM OF THE GRANT**

a. The term of the Grant (the "Initial Term") commences on July 15, 2019 and continues through June 30, 2020. In the event the project is not completed by the end of the Initial Term or, any unused portion of the Grant exists at the end of the Initial Term, the Grant Recipient must notify KaBOOM! in writing within 30 days of the end of the Initial Term to request a 30-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Grant Recipient through the Fiscal Sponsor shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grant Recipient and Fiscal Sponsor and evidence of liability as required in Clause 10 below and returned to KaBOOM! by June 28, 2019 by the Grant Recipient, the Agreement will be deemed null and void.

c. The Grant Recipient is and shall remain in full compliance and agree to be bound by the terms of The Play Everywhere Challenge Official Rules and Conditions.

### 3. PAYMENT OF THE GRANT

a. The grant ("Grant") can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirm that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.

b. Subject to the conditions set forth herein, KaBOOM! will pay the Grant Recipient, or if applicable, the Fiscal Sponsor in one (1) installment equal to the Grant within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grant Recipient and Fiscal Sponsor to accept the Grant on the terms and conditions set forth herein.

### 4. TAX STATUS

If applicable, the Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. The Grant Recipient agrees to advise KaBOOM! immediately if there is any change in the Fiscal Sponsor's status during the Initial Term or the Extension, as applicable.

### 5. REPORTING

The Grant Recipient agrees to provide (a) interim reports as needed during the Initial Term and, if applicable, during the Extension, (b) a final report to KaBOOM!, using the final report format provided, no later than 30 days from the installation date, which includes: describing the goals and outcomes achieved to date, challenges and lessons learned, collaboration with external organizations, number of volunteers who assisted with project implementation, actual expenditures reported as of the date of the report against the approved line item budget, per budget form provided; and a maintenance plan detailing how the project will be maintained after the term of the grant.

### 6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Grant Recipients project and grant expenditures through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term, the Extension, and for up to four years after the Initial Term or Extension of the project, if applicable, at no extra cost to the Grant Recipient. The Evaluation Agency shall provide reasonable notice to the Grant Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grant Recipients normal operation of business. The Grant Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grant Recipient's business, properties and personnel as the Evaluation Agency may reasonably request; however, in no event will the Grant Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

## 7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

a. KaBOOM! and its Funding Partner may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Grant Recipient may include the KaBOOM! name on lists of the Grant Recipient's funders, contributors and/or supporters (the "Grant Recipient Contributor Lists"), and that in each instance in which the Grant Recipient discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!" and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge.

b. Grant Recipient shall not use the name, logo or trademarks of KaBOOM! or its Funding Partner or otherwise refer KaBOOM! or its Funding Partner in any capacity without the prior written consent of KaBOOM! or its Funding Partner, as applicable.

## 8. FUNDER RECOGNITION

If requested by KaBOOM!, Grant Recipient will recognize KaBOOM! and its Funding Partner (including name and logo) in any media announcements issued by the Grant Recipient concerning the Grant and the Purpose and will permit representatives of KaBOOM! and/or its Funding Partner to participate in site unveiling events, including by wearing branded clothing and posting banners with their name and logo at the site.

## 9. REQUESTS FROM KaBOOM!

KaBOOM! and its Funding Partner may also from time to time request site visits of Grant Recipient's operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project included in the Purpose. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

## 10. LIABILITY INSURANCE

The Grant Recipient represents and warrants to KaBOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence during (1) the Initial Term and the Extension and, (2) at minimum up to four years or the life of the project. Upon request, the Grant Recipient shall provide evidence of such insurance to KaBOOM! and must include KaBOOM! and Ralph C. Wilson, Jr. Foundation as additional insured.

## 11. WARRANTY AND INDEMNITY

The Grant Recipient represents and warrants that the Application is its original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. The Grant Recipient further represents and warrants that the Application does not (1) infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable state, federal or local laws. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant. The Grant Recipient irrevocably and unconditionally agrees, to the fullest extent

permitted by law, to defend, indemnify, and hold harmless KaBOOM!, its Funding Partner, their respective subsidiaries and affiliates, and their respective officers, directors, employees and agents, from and against any and all losses, liabilities, investigations, inquiries, claims, suits or damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grant Recipient, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Purpose, except to the extent arising from the gross negligence or willful misconduct of KaBOOM!, its Funding Partner or their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents. The provision of this section 11 shall survive the termination or expiration of the Agreement.

## 12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM! and the Grant Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the District of Columbia. Neither the Agreement nor any of the rights, interests or obligations hereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, KaBOOM!, the Grant Recipient, and Fiscal Sponsor have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Grant Letter electronically to [dmortensen@kaboom.org](mailto:dmortensen@kaboom.org)

*Prize funds can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.*

**Good Fun & Sound Abounds Downtown**

		\$	<b>56,500.00</b>
Play Everywhere Project Title		Grant Amount Awarded	
City of Pontiac		Mayor	
Qualifying Entity Organization Name		Authorized Signatory Job Title	
<i>Deirdre Waterman</i>		July 8, 2019	Dr. Deirdre Waterman
Authorized Signature for Qualifying Entity		Date	Printed Name
(248) 758-3050			ariley@pontiac.mi.us
Phone Number		E-mail Address	
47450 Woodward Avenue	Pontiac	MI	48341
Mailing Address	City	State	Zip
38-6005034		Municipal Government	
Federal Tax ID # (9 Digit EIN)		Non-profit Status (e.g. 501(c)(3))	

**Grant Recipient (If applying with Fiscal Sponsor)**

Authorized Signature	Date	Printed Name	
Authorized Signature Title		Organization Name	
Phone Number		E-mail Address	
Mailing Address	City	State	Zip

KaBOOM! CFO

Date

George T. Megas

KaBOOM! 4301 Connecticut Ave. NW Suite ML-1 Washington DC 20008

Pontiac City Council Resolution



19-331        **Resolution to authorize the Mayor to submit and execute the "KaBOOM! Play Everywhere Challenge" grant agreement in the amount of \$56,500.00 for the Good Fun & Sound Abounds Downtown Project. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.**

Whereas, the City of Pontiac has been given preliminary notice of award of a donation grant from KaBOOM! in the amount of \$56,500 for the Good Fun & Sound Abounds Downtown project, and

Whereas, KaBOOM! is a national non-profit organization dedicated to ensuring that all kids get a childhood filled with the balanced and active play needed to thrive, and

Whereas, KaBOOM! Facilities projects through the Play Everywhere Challenge grant program to introduce elements of play in unconventional spaces, and

Whereas, the City of Pontiac desires to accept and such grants which may be awarded to the City.

Now, Therefore, Be It Resolved that the Pontiac City Council hereby authorize participation in the KaBOOM! Play Everywhere Challenge and on behalf of the City of Pontiac, authorizes Mayor Deirdre Waterman to provide this resolution indicating its approval to KaBOOM! and to submit and execute documents requested by KaBOOM! Relating to the Play Everywhere Challenge grant requirements.

Ayes: Taylor-Burks, Waterman, Williams and Woodward

No: None

**Resolution Passed.**

Adopted by Council 7-2-19

Forwarded to Mayor 7-5-19

Vetoed by Mayor \_\_\_\_\_

Written Statement Received \_\_\_\_\_

Forwarded to the Clerk \_\_\_\_\_





**OAKLAND COUNTY PARKS  
TRAILWAYS AND PARK DEVELOPMENT  
PROGRAM AGREEMENT**

This Agreement is between City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342 ("Grantee") and the County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC").

Monies from the Oakland County Parks and Recreation Commission Millage have been appropriated for the Oakland County Trailways and Park Development Program ("Program"). The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title ("Project"): Mattie McKinney Hatchett Park Redevelopment

Project Number: 22-02

Grant Amount ("Grant Amount"): \$100,000

Match Amount ("Match Amount"): \$300,000

Total Project Amount: \$400,000

Start Date: [Effective Date—the date the last Party to this Agreement signs the Agreement]

End Date:

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organization and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

**Grantee:**

Signed: 


Name: Tim Grimal

Title: Mayor

Organization: The City of Pontiac

Date: 5/16/22

**Oakland County Parks and Recreation Commission:**

Signed: 

Name: Gary R. McGillivray

Chairperson, Oakland County Parks and Recreation Commission

Date: 05/16/2022

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to OCPRC within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, OCPRC may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in OCPRC's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of OCPRC by the **Planning & Resource Development Unit**. All notices, reports, documents, requests, actions, or other communications required between OCPRC and Grantee shall be submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
  - 2.1. **Grantee Contact**
    - 2.1.1. **Organization:** City of Pontiac
    - 2.1.2. **Name/Title:** Alexandra Borngesser, Director of Grants & Philanthropy
    - 2.1.3. **Address:** 47450 Woodward Avenue, Pontiac, MI 48342
    - 2.1.4. **Telephone Number:** (248) 758-3327
    - 2.1.5. **E-Mail Address:** aborngesser@pontiac.mi.us
  - 2.2. **OCPRC Contact**
    - 2.2.1. **Name/Title:** Melissa Prowse, Manager of Parks and Recreation
    - 2.2.2. **Address:** 2800 Watkins Lake Road, Waterford, MI 48328
    - 2.2.3. **Telephone Number:** 248-249-2801
    - 2.2.4. **E-Mail Address:** prowsem@oakgov.com
3. **Project/Project Period.**
  - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
  - 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
  - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**
  - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
  - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **OCPRC Payments/Advances/Project Closeout.** OCPRC shall make payments of the Grant Amount to Grantee as follows:
  - 5.1. OCPRC shall pay Grantee the Grant Amount listed on page 1 of this Agreement, in accordance with Exhibit A. Any cost overruns incurred to complete the Project shall be the sole responsibility of Grantee.

- 5.2. To be eligible for payment, Grantee must submit a complete payment request to the OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.3. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project. Documentation of expenditures and value of match and donations must meet written OCPRC requirements as specified in the Trailways and Park Development Grant Program Criteria.
- 5.4. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.5. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
- 5.6. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.7. OCPRC will hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC approval of Grantee's **Final Report** and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.8. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.9. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.10. Upon issuance of final payment from OCPRC, Grantee releases OCPRC of all claims against OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of OCPRC's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
  - 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
  - 6.2. Grantee shall comply with the OCPRC Trailways and Park Development Grant Program Criteria.
  - 6.3. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. This Agreement shall not be construed to obligate OCPRC or any other governmental entity to issue any permit or license required for the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to OCPRC upon request.
  - 6.4. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.

- 6.5. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.
- 6.6. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 6.7. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.8. OCPRC reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the Project.
- 6.9. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
- 6.10. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.11. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.12. Grantee shall be solely responsible for the operation and maintenance of the Project subject to this Agreement.
- 6.13. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
7. **Liability.**
  - 7.1. OCPRC is not liable or required to operate, maintain, or contribute to the operation or maintenance of the Project and any associated Project activities.
  - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
  - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
  - 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other

amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. 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.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of the OCPRC Director.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to OCPRC contact listed in section 2 of this agreement. OCPRC may approve or deny such change, in its sole discretion. Changes requiring an amendment to this Agreement will be executed by OCPRC and Grantee in the same manner as this Agreement.
12. **Termination.**
- 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
- 12.1.1. Terminate this Agreement;
- 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects under the Program until the violation is resolved to the satisfaction of OCPRC;
- 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee under the Program;
- 12.1.4. Require repayment of grant funds already paid to Grantee under this Program; and/or
- 12.1.5. Require specific performance of the Agreement.

- 12.2. This Agreement may be terminated by OCPRC, upon thirty (30) calendar days written notice, due to budgetary reduction, other lack of funding, or upon request by Grantee. OCPRC may honor requests for just and equitable compensation to Grantee for all satisfactory and eligible work completed under this Agreement up and until the date of Agreement termination.
- 12.3. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.



## Oakland County Parks and Recreation

## EXHIBIT A

### Trailways and Park Improvements Community Grants

#### Applicant Information

##### Application

**Application ID:**

10982PTW

**OCPR Grant Programs**

When the Oakland County Parks and Recreation (OCPR) millage passed by voters in November 2020, a portion of the funds was allocated for competitive grant programs that support local park improvement projects and non-motorized trails. The OCPR Grant Programs were created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County.

\$1.2 million is available for the OCPR Grant Programs for Fiscal Year 2022 (Oakland County Fiscal Year begins October 1). Currently, \$750,000 has been allocated for the Trailways Grant Program, and \$450,000 allocated for the Park Improvements Grant Program. The OCPR Commission reserves the ability to adjust the funding in each grant program, in its sole discretion.

**Project Title: \***

Mattie McKinney Hatchett Park Redevelopment

##### Applicant Information

**Oakland County Applicant \***

City of Pontiac

**Name of Primary Grant Contact: \***

Alexandra Borngesser

**Address: \***

47450 Woodward Avenue

**City: \***

Pontiac

**State:**

MI

**ZIP: \***

48342

**Phone of Primary Contact: \***

(248) 758-3327

**Email of Primary Contact: \***

aborngesser@pontiac.mi.us

**Confirmation of Primary Contact Email: \***

aborngesser@pontiac.mi.us

**Are there any project partners? \***

☒ Yes ☐ No

**Project Partners****Project Partner Name \***

Pontiac Community Foundation

## Financial Information

### Grant Type

Which type of Grant are you requesting \*

- ☐ Trailways  
☒ Park Improvements

For which type of funding are you applying (please check one):\*

- ☐ Pre-Development grants minimum request: \$5,000, maximum request: \$25,000 (design, engineering, planning, etc.)  
☒ Development grants minimum request: \$5,000, maximum request: \$100,000 Park Improvement/\$200,000 Trailways (construction)

### Grant Request and Match

Grant Amount Requested: \*

\$ 100,000.00

### Match Funds

Match Source *	Amount *	Funding Status *
Pontiac Community Foundation	\$ 300,000.00	Awarded

Total Project Funding:

\$ 400,000.00

Percent Match

75

### Projected Budget

#### Budget Items

Scope Item *	Other Scope Item *	Quantity *	Total Amount *
Construction Management		1	\$ 55,000.00
Landscaping / Trees / Green Infrastructure		40	\$ 100,000.00
Court Sports		3	\$ 75,000.00
Picnic Area (Picnic Table and/or Shade Shelter / Pavilion / Grill)		1	\$ 10,000.00
Playground Equipment		1	\$ 45,000.00
Site Furnishings (Bench / Bike Rack / Trash Receptacle / Recycle Bin / Bike Repair Station)		25	\$ 20,000.00
OTHER	Recognition & Park Entry Signage	4	\$ 5,000.00
OTHER	Fitness Equipment	1	\$ 30,000.00
OTHER	Walkways	1	\$ 60,000.00

Total Budget:

\$ 400,000.00

Total Budget must equal Total Project Funding listed above.



## Project Details

### Project Description

#### **Describe the physical location of the proposed project and ownership of the property.\***

The City of Pontiac is proposing park improvements to Mattie McKinney Hatchett Park, classified as a Neighborhood Park, located in the Unity Park neighborhood on the City's east side. Mattie McKinney Hatchett Park is located directly in the center of four critical neighborhood streets: Paddock Street to the East, Perkins Street to the West, Willard Street to the North, and Wall Street to the South. The Unity Park neighborhood is located South of Auburn Avenue, a major street in the City, and is directly adjacent to Woodward Avenue prior to the start of the Loop. This neighborhood is directly connected to key community institutions, including major nonprofits such as Lighthouse MI, Habitat for Humanity of Oakland County, and the Salvation Army's Pontiac location. Additionally, the Unity Park neighborhood is located across Woodward Avenue from St. Joseph Mercy Oakland Hospital and across Auburn Avenue from the City of Pontiac's administrative offices and Pontiac School District's administrative offices. The City of Pontiac is the sole owner of the parcels that Mattie McKinney Hatchett Park occupies.

#### **Describe the project design and why it was chosen.\***

In 2021, the City of Pontiac adopted a 2021-2025 Parks and Recreation Master Plan. The purpose of this plan is to provide a new vision for future allocation of resources and create a vibrant and sustainable park system. This plan includes improvements and upgrades to Mattie McKinney Hatchett Park.

The City of Pontiac, in partnership with Pontiac Community Foundation, has worked with an expert designer and project engineer to develop a comprehensive project plan that fits the needs of the surrounding neighborhood and broader community. Critical aspects of sustainability and green infrastructure were taken into consideration along with ADA standards to ensure accessibility to all users regardless of age or ability.

Pontiac has a population that identifies as 52% Black/African American and 17% Hispanic, a poverty rate of 31% and 50% of households categorized as low-income. The median age in the surrounding neighborhood is 35 which mirrors the demographics of the City as a whole, with 20% of residents under the age of 18 and 10% 65 or older. Additionally, 18% of the residents in the neighborhood identify as persons with disabilities.

With the aforementioned demographics in mind, coupled with the expertise of the City Planning Department, and much community input, Mattie McKinney Hatchett Park will feature two new basketball courts, a new play structure that meets ADA standards, a recreation field, outdoor fitness equipment, an enhanced walking path, a variety of seating elements, and native plants and landscaping. These elements maximize the parcel while also addressing community needs.

#### **Provide a relevant history/background information (including any environmental concerns).\***

The City of Pontiac is a prime example of the American experience, and like other American cities, relied on the manufacturing industry for vitality. In March 2009, the City of Pontiac entered receivership. Through determination and sound fiscal practices, Pontiac has risen out of the ashes of wide-spread plant closures and economic downturn and has regained its fiscal solvency and stability and has reemerged from the depths of 10 years of financial crisis to achieve the restoration of home rule.

While much progress has been made, indicators of probable financial distress and remnants from past financial distress impact the potential for future advancement and limit expenditures—such as the capacity to invest in revitalizing parks and outdoor spaces. The philanthropic community and community activists, such as the Pontiac Community Foundation, have worked to ensure the parks remain cared for. Economic development and growth go hand in hand with environmental resiliency and sustainability, making parks and open spaces such as Mattie McKinney Hatchett Park a crucial step in Pontiac's ongoing transformation. Formerly called Neighborhood Park, the park has been renamed after Mattie McKinney Hatchett, who is a community activist and leader who previously served as an Oakland County Commissioner and a Pontiac School Board Trustee.

The City of Pontiac has partnered with the Pontiac Community Foundation to redevelop Mattie McKinney Hatchett Park and, by leveraging this public-private partnership, the residents will reap the many benefits of a revitalized outdoor space for recreation, leisure, and beyond.

#### **Describe the community need for the project.\***

In the wake of emergency management and economic downturn, the City of Pontiac still experiences financial distress and remnants from past financial distress—this limits expenditures such as the capacity to invest in revitalizing parks and outdoor spaces.

In a 2018 survey, respondents identified a variety of concerns that established a recurring theme related to quality of life. A myriad of factors has led to low quality of life for residents in the City. According to CDC data, Pontiac residents have an average life expectancy 20 years lower than neighboring communities. Critical issues related to Social Determinants of Health, including crime, safety, violence, generational poverty, and racial inequity have led to this crisis.

The process for adopting the City's Parks and Recreation Master plan included a survey of each park and its amenities. This indicated that the quality of the facilities is poor, including uneven basketball courts, broken playground equipment, lack of working restrooms, unsafe conditions, and beyond. Green spaces in urban areas greatly reduce climate and health risks while improving the physical and mental wellbeing and quality of life for residents. Cities with robust park systems experience stronger economies, decreased crime, increased property value, and protection from environmental impacts of urban landscapes.

The benefits of renovating and enhancing Mattie McKinney Hatchett Park are invaluable and residents will reap those benefits by way of a stronger economy, safer neighborhoods, and a more resilient environment.

### Projected Identification in Planning Documents

#### **Project Identification In Planning Documents:\***

Indicate where and how this project is addressed in relevant community planning documents, which may include: 5 Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Provide links to relevant online planning documents, or upload applicable pages in optional uploads section on the next tab.

The improvements to Mattie McKinney Hatchett Park are outlined in the City of Pontiac's 5-Year Parks and Recreation Master Plan ([http://www.pontiac.mi.us/PontiacParkRecMasterPlan2021\\_2025Final.pdf](http://www.pontiac.mi.us/PontiacParkRecMasterPlan2021_2025Final.pdf)). The relevant information regarding Mattie McKinney Hatchett Park is located on pages 58-59.

### Project Alignment (Park Improvement)

#### **Project Alignment with Most Recent OCPR County-Wide Needs Assessment\***

Please select all categories in which your proposed project falls.

- ☐ Beaches
- ☐ Paved multi-use trails
- ☐ Unpaved multi-use trails
- ☐ Canoe & Kayak launch sites
- ☒ Picnicking areas and pavilions
- ☒ Playgrounds
- ☐ Sledding Hills
- ☐ Farmers Markets
- ☐ Waterparks & Waterslides
- ☐ Boating & fishing areas
- ☐ Splash pads & spray parks
- ☐ Outdoor amphitheaters
- ☐ Camping areas
- ☐ Mountain-biking trails
- ☐ Tennis courts
- ☐ Baseball & softball diamonds
- ☒ Basketball courts
- ☐ Disc golf
- ☐ Archery range
- ☐ Hunting areas
- ☐ Off-road vehicle areas
- ☒ Soccer & cricket fields
- ☐ Outdoor equestrian facilities/trails
- ☐ Pickleball courts
- ☐ Proposed project does not align with any facilities/activities on this list

## Public Engagement

### Public Engagement: \*

Applicants must hold at least one public meeting (advertised in a manner that would satisfy the Michigan Open Meetings Act) to receive public input about the project. This can be a regularly scheduled board/commission meeting or a separate stakeholder or public input meeting. Include a summary of all relevant public engagement regarding the proposed project. If additional space is needed, upload a public engagement summary in the optional uploads section on the next tab.

Community engagement is at the heart of the Mattie McKinney Hatchett Park redevelopment project. The community partners working to further the mission of this initiative know that community engagement and public input is obligatory for successful development.

Throughout the course of 2021, Pontiac Community Foundation has engaged with stakeholders in the neighborhood surrounding Mattie McKinney Hatchett Park. Pontiac Community foundation hosted well-attended town hall meetings, collected survey responses, and had a team of individuals canvassing the neighborhood to collect feedback. This helped identify critical areas that the neighborhood wanted to see implemented in the park, all of which has been worked into the current project design. These areas were multiple basketball courts, a walking path, updated amenities for all individuals, and outdoor fitness equipment. Additionally, the partners presented the project proposal at the Pontiac City Council meeting on December 28, 2021 as an opportunity for community support.

In 2020, the City of Pontiac worked in cohort with community partners and stakeholders to develop the 2021-2025 Parks and Recreation Master Plan. This included a comprehensive engagement plan for the community to provide feedback through survey responses and town halls, as well as through the City's Planning Commission and City Council meetings before final approval. The Master Plan helped identify and define the problems to be addressed across all of the parks in the City, including Mattie McKinney Hatchett Park.

## Sustainability

### Sustainability: \*

Describe how the project considers sustainability in design and/or construction.

The City of Pontiac and Pontiac Community Foundation (PCF) worked with an expert landscape designer to ensure that sustainability was a critical focus area and priority in the design and development of Mattie McKinney Hatchett Park. One of the focal points of the park will be the implementation of natural, native Michigan plants and landscaping. PCF worked with a local group, Rochester Pollinators, to ensure donation of these plants, in addition to the development of a garden for future construction in partnership with Oakland County Commissioner Gwen Markham. Organic materials will be used, including mulch, fertilizers, and compost, where possible as identified by the General Contractor. It is anticipated that durable, natural, and/or recycled materials will be prioritized. Salvaged stone paving and/or rocks will be utilized for seating arrangements across the park.

It is a commonly accepted principle that green space in urban areas greatly reduces climate impacts and helps to establish a more resilient environment. The redevelopment of this park will aid in future sustainable developments such as green infrastructure and natural stormwater runoff gardens.

## Long-Term Maintenance

### Long-Term Maintenance: \*

Describe how the project will be managed long-term, including any equipment or staffing needs and how they will be addressed.

The City of Pontiac and Pontiac Community Foundation have committed to the long-term maintenance of the park as a priority, including multiple paths to ensure sustainability. The City of Pontiac, particularly with a balanced budget and surplus, now has the ability to expand its departments and ensure long-term maintenance of the parks through its Department of Public Works. In addition, there are further funding opportunities as needed with county, state, and federal partners and the addition of a new Centralized Grants Department within the City's organizational structure will assist in securing those opportunities.

## ADA Compliance/Universal Accessibility

### ADA Compliance/Universal Accessibility: \*

Describe how the project will meet or exceed ADA guidelines. Describe any Universal Design principles that will be incorporated into the project. Include design drawings/specifications/etc., as well as relevant meeting notes or feedback documents as applicable in optional uploads section.

The Americans with Disabilities Act (ADA) requires all areas of public service to have barrier-free accessibility, including parks and recreation facilities. The City of Pontiac continues to make improvements and is working towards bringing all park facilities and community centers up to full compliance. The existing deficiencies are typically due to older playground equipment and amenities that predate ADA standards. While creating the Parks and Recreation Master Plan, an evaluation was conducted of all City of Pontiac parks in fall of 2018 and identified an accessibility rating for all parks. In the Master Plan, it was identified that all future park development projects will consider Universal Accessibility Standards as a priority.

Currently, Mattie McKinney Hatchett Park has an accessibility rating of 3 out of 5, meaning that the park is mostly accessible to people with a broad range of physical disabilities. Most of the parking and pathways are paved and some of the facilities, such as play equipment or picnic areas, are accessible, but may not be completely barrier-free. As 18% of the residents in the neighborhood surrounding the park identify as persons with disabilities, Universal Design was a key consideration for the park development. All of the areas around the park, including parking and pathways, will continue to be paved - adding more of these walkways throughout the park. A critical area of improvement is the play structure, inclusive of both elevated and ground-level components, which aim to include accessible components in accordance with ADA guidelines.

## Proposed Project Dates

Anticipated Start Date: \*

06/01/2022

Anticipated End Date: \*

05/31/2023

## Site Control

### Site Control \*

Select the type of site control the applicant has over the site where the project is to be completed.

- ☒ Fee simple
- ☐ Less-than-fee-simple
- ☐ Lease
- ☐ License
- ☐ Easement
- ☐ Other

## Entrance Fees

### Entrance Fees \*

Select whether or not the park or facility has any required entrance fees - annual, daily, non-resident, etc.

- ☒ No Fees for park use
- ☐ Non-resident annual or daily fee
- ☐ Annual or daily fee for residents and non-residents

## Ease of Access

### Ease of Access \*

Select the ways in which people can access the site.

- ☐ Automobile only
- ☒ Automobile
- ☒ Bicycle on-street
- ☐ Dedicated bike lane
- ☒ Sidewalk
- ☒ Nearby bus stop (within 1/4 mile)

## Final Report & Reimbursement

### Final Report & Reimbursement \*

The CQRR Trailways and Park Improvements Grant Programs are reimbursement grants. If awarded a grant, the community will have an opportunity to request reimbursement on a quarterly basis. A final report will need to be submitted and approved by CQRR grant management staff prior to the release of the final 20% of grant funds.

- ☒ Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final 20% of grant funds.

## Uploads

### Project Map

Submit as one combined PDF or no more than 3 JPG files

#### Upload Project Map \*

MMH Park Site Location.pdf	360.92KB
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### Project Site Plan/Map

Submit as one combined PDF or no more than 3 JPG files

#### Upload Project Site Plan/Map \*

MMH Park - Site Plan & Map.pdf	2.16MB
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### Certified Resolution

Submit as a PDF

#### Upload Certified Resolution \*

Certified Resolution - Mattie McKinney Hatchett Park.pdf	69.08KB
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### Optional Uploads

Submit as one combined PDF or no more than 3 JPG files

#### Letters of Support.

LOS - Commissioner Angela Powell.pdf	107.12KB
LOS - Friends of the Pontiac Parks.pdf	885.05KB
LOS - Oakland County Parks Grant .pdf	73.85KB
LOS - Senator Rosemary Bayer.pdf	116.97KB

#### Design drawings/specifications/site plans.

#### Photographs with captions that indicate the relevant content of the photo.

MMH Park Renderings.pdf	8.36MB
-------------------------	--------

#### Other

Continue to click "Upload?" to add up to 5 documents to this section.

## Submit Application

---

### SUBMIT APPLICATION

Please review your application and ensure that it is ready to submit before clicking the green "Submit" button. **Once submitted, you will not be able to access or make changes to your application.** To save your application to come back and work on it at a later time, please click the "Save as Draft" button.

**#10**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

---

**TO:** Honorable City Council President and City Council

**FROM:** Mayor Tim Greimel

**DATE:** October 28, 2022

**RE:** Update to the Limited English Proficiency Plan

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Honorable City Council:

Because the City of Pontiac receives federal highway funds through the State of Michigan, the City is required to comply with Title VI of the Civil Rights Act by having in place a Limited English Proficiency Plan (LEP).

First, the Act requires that the City of Pontiac adopts a Limited English Proficiency Plan. Second, the Act requires that the City of Pontiac adopts a Title VI Non-Discrimination Plan that will be forthcoming.

The content of the LEP plan strictly regulated. The plan will be submitted to the State of Michigan for approval. Any changes required by the State to be made to the original draft will be incorporated. Failure to adopt the plans will result in the inability of the City of Pontiac to receive Federal highway funds.

At this time, the City Council is requested to adopt the following resolution to adopt the Limited English Proficiency Plan;

*WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the City of Pontiac will accommodate persons with Limited English Proficiency; and*

*WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter; and*

*NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council approve and adopts the Limited English Proficiency Plan for the City of Pontiac.*

At this time, the City Council is requested to adopt the following resolution to adopt the Title VI Non-Discrimination Plan:

*WHEREAS, the City of Pontiac reaffirms its policy to allow all individuals the opportunity to*

*participate in federally financially assisted services;*

*NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council approves and adopts the Limited English Proficiency Plan for the City of Pontiac.*



CITY OF PONTIAC  
LIMITED ENGLISH PROFICIENCY PLAN  
(LEP) PLAN

City of Pontiac  
47450 Woodward Avenue Pontiac, MI 48342-5009  
Phone: 248-758-3000  
Website: [www.pontiac.mi.us](http://www.pontiac.mi.us)

As Submitted by:  
Angela Benitez, HR Director  
Phone: 248-758-3143  
Fax: 248-758-3292  
Email: [abenitez@pontiac.mi.us](mailto:abenitez@pontiac.mi.us)

A RESOLUTION OF THE  
CITY OF PONTIAC

ADOPTING THE LIMITED ENGLISH PROFICIENCY (LEP) PLAN

WHEREAS, in accordance with Title VI non-discrimination laws in regard to providing appropriate access to services and activities provided by federal agencies and recipients of federal assistance, the Limited English Proficiency Plan was drafted to define how the City of Pontiac will accommodate persons with Limited English Proficiency, and

WHEREAS, individuals who do not speak English well and who have a limited ability to read, write, speak or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter; and

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council approves and adopts the Limited English Proficiency Plan for the City of Pontiac,

Adopted \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Timothy Greimel

Mayor, City of Pontiac

\_\_\_\_\_  
Garland Doyle, City Clerk

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## **Introduction**

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improve Access to Service for Persons with Limited English Proficiency to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit or encounter. These individuals are referred to as being limited English proficient in their ability to speak, read, write or understand English, hence the designation, "LEP" or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well,

Federal financial assistance includes grants, training, use of equipment, donations of surplus property and other assistance. Recipients of federal funds range from state to state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Pontiac receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Person in the December 14, 2005 Federal Register.

The Guidance implies City of Pontiac as organizations that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operations, metropolitan planning organizations, and regional, state and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. That is true even if only one part of the recipient receives the federal assistance.

For example, if DOT provides assistance to a state department of transportation rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation, not just the particular highway program or project are covered by the DOT guidance.

## **Elements of an Effective LEP Policy**

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance;
2. Identifying ways in which language assistance will be provided;
3. Training staff;
4. Providing notice to LEP persons'
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

Theses recommended plan elements have been incorporated into this plan.

## **Methodology for Assisting Needs and Reasonable Steps for an Effective LEP Policy.**

The DOT guidance outlines four factors recipients should apply to various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity or service provided by the recipient to the LEP Community.
4. The resources available to the City of Pontiac and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity or service, and the greater the importance of that program, activity or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organization and local governments.

Smaller recipients with more limited budgets are typically not expected to provide same level of language services as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub recipients to take steps to ensure meaningful access their programs and activities to LEP persons, More information for recipients and sub recipients can be found at <http://www.lep.gov> .

## **The Four-Factor Analysis**

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Pontiac services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

### **Factor 1: The Proportion, Numbers and Distribution of LEP Persons**

The Census Bureau has a range for four classifications of how well people speak English. The classifications are 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we

are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2020 Data for the City of Pontiac shows that 10646 (17%) of individuals in the City speak a language other than English; of these individuals, 937(8.8%) have identified themselves as speaking English less than 'very well.' Of those individuals, there are 8414 (79%) people in the Spanish language group, 676 (.063%) individuals in the 'Other Indo-European' languages group, 657 (.0617%) residents in the Asian and Pacific Islander language group, and 899 (.084%) people in the 'Other' languages group. *(Data taken from the Data Census Bureau ACS 5-Year Estimates 2015-2019)*

TABLE#1

<u>LANGUAGE SPOKEN AT HOME</u> Population 5 years and over English only	Number 50,423	Percentage 83%
Language other than English	10646	17%
Speak English less than 'very well' Spanish	8414	79%
Speak English less than 'very well' Other Indo-European languages	676	.063%
Speak English less than 'very well' Asian and Pacific Islander language	657	.0617%
Speak English less than 'very well' Other languages	899	.084%

#### Factor 2: Frequency of Contact with LEP Individuals

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have had encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals.

Additionally, regular city council meetings are held weekly which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (previous page), the probability of our employees to encounter and LEP individual is high.

#### Factor 3: The Nature and Importance of the Program, Activity or Service to LEP

The City of Pontiac serves individuals throughout the City in variety of ways including managing roads, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day to day life. Therefore, the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services and activities.

#### **Factor 4: The Resources Available to the City of Pontiac and Overall Cost**

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting " services due to resource concerns.

Based on this guidance, we have reviewed our resources and demand that given the number of LEP individuals in our City, upon request we will provide translation service for our vital documents into the language requested to ensure accessibility.

Although there will not be a fixed amount allocated from our yearly budget for the translation of documents, the cost associated with the necessary translation of document in order to comply with LEP requirements will be allocated on an as-needed basis.

#### **Safe Harbor Stipulation**

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance that can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given that the number of LEP individuals in the City is above the Safe Harbor threshold, oral interpretation can be provided. The City of Pontiac will provide translation services for all vital documents, which may include but not limited to the complaint procedures\* and all public meeting notices.

## **Providing Notice to LEP Persons**

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language services, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage when free language assistance is available with advance notice.
2. Stating in outreach documents that language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

The City of Pontiac will provide statements in public information and public notices that persons requiring language assistance or special accommodations will be provided\* with reasonable advance notice to the City of Pontiac. Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation.

The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.

City of Pontiac is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Due to limited financial resources, it is necessary to limit language aid to the most basic and cost effective services. However, when requested appropriate assistance will be provided.

### **What the City of Pontiac will do? What actions will the City of Pontiac take?**

- Notify the public that interpreter services are available upon request, with seven-day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the Translators Resource List as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the Translators Resources List will be contacted to provide interpretation services.
- Publications of the City's complaint form will be made available online and upon request. • In the event that a City employee encounters a LEP individual, they will follow the procedure listed below.



## OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to the Title VI Coordinator who will contact an interpreter from MOOR's Translator's Resource List to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

## IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's Translators Resource List to assist in ascertaining the requestor's message.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner,

## OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. The Title VI Coordinator will contact a translator from the MDOT's Translators Resource List to assist in ascertaining the requestor's message.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

## OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

## **City of Pontiac's Staff Training**

The City of Pontiac's staff will be provided training or made aware of the requirements for providing meaningful access to services for LEP persons. The first training will take place during new hire orientation and yearly thereafter.

**LEP Plan Access**

A copy of the LEP Plan document will be provided upon request from the Finance Department and on the City's website [www.pontiac.mi.us](http://www.pontiac.mi.us) .

Any person or agency may also request a copy by contacting:

Angela Benitez, HR Director  
47450 Woodward Avenue  
Pontiac, MI 48342-5009  
Phone: (248) 758-3143  
Fax: (248) 758-3292  
Email: [abenitez@pontiac.mi.us](mailto:abenitez@pontiac.mi.us)

Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.  
Federal Register December 14, 2005 (Volume 70, Number 239)

The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>

**#11**

**RESOLUTION**



Mayor Tim Greimel

# CITY OF PONTIAC

## Planning & Zoning Division

City Hall - 47450 Woodward Avenue

Pontiac, Michigan 48342-5009

248-758-2800 | FAX 248-758-2827

Donovan Smith  
City Planner

**TO:** HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT MCGUINNESS &  
PONTIAC CITY COUNCIL

**FROM:** DONOVAN SMITH, CITY PLANNER

**SUBJECT:** ZMA 22-08 ZONING MAP AMENDMENT  
WALTER MANJU  
PIN 64-14-31-380-021  
R-1 ONE FAMILY DWELLING TO P-1 PARKING

**DATE:** OCTOBER 19, 2022

The City of Pontiac is in receipt of application ZMA 22-08 for a Zoning Map Amendment, parcel number 64-14-31-380-021. The applicant, Walter Manju, requests a rezoning from R-1 One Family Dwelling District to C-3 Corridor Commercial. The subject parcel is located at the intersection of Dover Rd. and Orchard Lake Rd., and is proposed to be ancillary off-street parking for 939 Orchard Lake Rd. Provisioning Center Development, SPR 22-26. The Planning Commission on September 7, 2022, approved a Preliminary Site Plan for SPR 22-26, and Special Exemption Permit SEP 22-07, permitting a Provisioning center at the subject property, located outside the Medical Marijuana Overlay Districts.

The proposed use of the subject property, for off-street parking, does require a rezoning, to ensure compliance with the City of Pontiac Zoning Ordinance. In accordance with, Section 6.802 of the City Zoning Ordinance, on October 5, 2022, the Planning Commission held a Public Hearing, and passed a motion recommending approval of the proposed Zoning Map Amendment ZMA 22-08, and that recommendation be forwarded to the City Council for a final decision.

### Staff Findings

1. The proposed site support off-street ancillary parking for the adjacent development SPR 22-26.
2. The applicant requests rezoning the subject site from R-1 One Family Dwelling District to P-1 Parking District.
3. The Master Plan identifies the subject site as Traditional Neighborhood Residential. The proposed zoning designation complements the future land use designation in this area.
4. The subject property is compatible with P-1 Parking District standards.
5. Any future development must comply with all City standards, codes, ordinances and procedures.

### **Proposed Zoning District – P-1 Parking**

The intent of this district is to provide specific locations for public or private off-street parking for those uses which are not able to provide adequate on-site parking or parking within their own district boundaries.

### **Permitted Principal Uses & Specific Zoning Criteria**

- A. The parking area shall be accessory to, and for use in connection with one or more businesses or industrial establishments located in adjacent nonresidential districts. **[COMPLIES]**
- B. The parking area shall be used for parking or passenger vehicles, for incremental periods of less than one day. **[COMPLIES]**
- C. No commercial repair work or service of any kind, sale or display thereof, shall be conducted in such parking area. **[COMPLIES]**
- D. No signs of any kind, other than signs designating entrances, exits and conditions of use shall be maintained on such parking areas. **[COMPLIES]**
- E. Such parking lots shall be situated on premises on premises which have an area of not less than 5000 square feet and shall be contiguous and adjacent to the use it is intended to serve. There may be a private driveway, a public street other than a major or urban thoroughfare as defined in the master thoroughfare plan or public alley between such parking district and the use that it intends to serve. P-1 districts may also be permitted within 300 feet of the use they are intended to serve, provided these additionally permitted P-1 districts are not located across a major or urban thoroughfare, super highway, or freeway, as defined in the master thoroughfare plan, from such use unless a suitable pedestrian crossing exists or can be provided such as an overpass, underpass or controlled signalized crossing. **[COMPLIES]**
- F. The planning commission shall review and approve or reject the site plans for all proposed parking lots in accordance with the standards and requirements of this ordinance, as set forth in Article 6, Chapter 2.

### **Existing Land Use Patterns**

The subject site is located on a single parcel and has frontage and access on Dover Rd. The surrounding area to the north, south, and east are predominately one family dwellings, residential neighborhood. To the west along Orchard Lake Rd. is vacant land associated with the SPR 22-26 future development.

### **Master Plan**

According to the City's 2014 Master Plan Update, Pontiac is staking a claim in the new economy to focus on redevelopment of underutilized assets with bright economic prospects on which to build a revised destiny. The subject site is designated as the Traditional Neighborhood Residential land use category. The goals of this category is to allow a range of building styles and guidelines seek to replicate Pontiac's traditional neighborhood development pattern

The Zoning Map Amendment does not conflict with the requirements found within the Master Plan's Traditional Neighborhood Residential district classification.

### **Existing Zoning Pattern**

Properties extending along Orchard Lake Rd. are C-1 Local Business zoning district with R-1 One Family Dwelling to the north, east, and south.

### **Rezoning Criteria**

The Pontiac Planning Commission must consider the following criteria [section 6.804] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies, and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*  
*As described in the Master Plan, the area is designated as Traditional Neighborhood Residential this project is consistent with the goals, policies, and objectives of the City's Master Plan.*
2. *Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed zoning district.*  
*The subject sites physical, geological, hydrological, and other environmental features are compatible with the proposed zoning district.*
3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*  
*The applicant did not provide evidence that they could develop a single-family home on the property and receive a reasonable return on investment.*
4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.*  
*The potential uses of the proposed zoning district are limited to parking use, and would not have long-term negative impacts on the property or surrounding neighborhood.*
5. *The capacity of the City's utilities and services is sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.*  
*The City's utilities and services will be sufficient to accommodate the proposed development without compromising the City's health, safety, and welfare.*
6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*  
*The street system will not be negatively impacted by the proposed zoning district.*

7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*

*The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.*

8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*

*With all the previous findings of fact, it is more appropriate to rezone the land to the conforming P-1 Parking District than any other zoning district.*

9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*

*It would be inappropriate to amend the R-1 Zoning District to permit the proposed parking use, and it is more appropriate to rezone the land to the conforming P-1 Parking District than to amend the list of permitted uses.*

10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*

*The proposed rezoning does not create an isolated or incompatible zone in the neighborhood.*

**Proposed Resolution**  
**For Approval**

Whereas, the City has received an application for Zoning Map Amendment (ZMA 22-08) for Parcels 64-14-31-380-021; Rezoning from R-1 One- Family Dwelling District to P-1 Parking as requested by the petitioner Walter Manju.

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;

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 the intended use of the property complies with the City of Pontiac Zoning Ordinance;

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

Whereas, On October 5, 2022, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommended to City Council to Approve the Zoning Map Amendment request of parcel 64-14-31-380-021, to approve the rezoning from R-1 One- Family Dwelling District to P-1 Parking; and

Now, Therefore, Be it resolved that the City Council for the City of Pontiac **Approve** the Zoning Map Amendment (ZMA 22-08) request for Parcels 64-14-31-380-021; Rezoning from R-1 One- Family Dwelling District to P-1 Parking.



**#12**

**RESOLUTION**



Mayor Tim Greimel

# CITY OF PONTIAC

Planning & Zoning Division  
City Hall - 47450 Woodward Avenue  
Pontiac, Michigan 48342-5009  
248-758-2800 | FAX 248-758-2827

Donovan Smith  
City Planner

**TO:** HONORABLE MAYOR GREIMEL, COUNCIL PRESIDENT McGUINNESS &  
PONTIAC CITY COUNCIL

**FROM:** DONOVAN SMITH, CITY PLANNER

**SUBJECT:** ZMA 22-09 ZONING MAP AMENDMENT  
STEVE ROBINSON  
529 E. WALTON BLVD  
PIN 64-14-09-377-015, -016, -017; 64-14-09-377-028  
R-1 ONE FAMILY DWELLING TO C-3 CORRIDOR COMMERCIAL

**DATE:** OCTOBER 19, 2022

The City of Pontiac is in receipt of application ZMA 22-09 for a Zoning Map Amendment, 529 E. Walton Blvd, parcel numbers 64-14-09-377-015, -016, -017; 64-14-09-377-028. The applicant, Steve Robinson, requests a rezoning from R-1 One Family Dwelling District to C-3 Corridor Commercial. The subject property located at the northwest intersection of E. Walton Blvd, and Joslyn Ave., is proposed for a Medical Marihuana Provisioning Center. The Provisioning Center Development, SPR 22-28, was granted Preliminary Site Plan Approval from the Planning Commission on September 7, 2022, permitting a Provisioning center at the subject property, located within the Walton Blvd. Medical Marihuana Overlay District.

The proposed use of the subject property and associated adjacent parcels, for off street parking does require a rezoning, to ensure compliance with the City of Pontiac Zoning Ordinance. In accordance with Section 6.802 of the City Zoning Ordinance, on October 5, 2022, the Planning Commission held a Public Hearing, and passed a motion recommending approval of the proposed Zoning Map Amendment ZMA 22-09, and that recommendation be forwarded to the City Council for a final decision.

## Staff Findings

1. The proposed rezoning supports the proposed use and off-street ancillary parking for the SPR 22-28 development.
2. The applicant requests rezoning the subject site from R-1 One Family Dwelling District to C-3 Corridor Commercial District.
3. The Master Plan identifies the subject site as Neighborhood Commercial. The proposed zoning designation complements the future land use designation in this area.
4. The subject property is compatible with C-3 Corridor Commercial District standards.
5. Any future development must comply with all City standards, codes, ordinances and procedures.

### **Proposed Zoning District – C-3 Corridor Commercial**

This district is designed to provide for a mixture of uses that are appropriate along thoroughfare and collector streets that have moderate to large traffic volumes. A wide range of uses are appropriate within this context, including retail and service commercial, office, and low-impact light industrial uses. It is expected that most customers of establishments in this district will travel via automobile, and as there is little essential interdependence of activities, each establishment typically will have its own automobile parking area.

### **Existing Land Use Patterns**

The subject site is consist of seven (7) single parcels and have frontage on E. Walton Blvd, and Joslyn Ave. The surrounding property to the north and west are predominately one family dwellings, zoned R-1 One Family Dwelling Districts. Commercial Shopping and retail centers are located across Walton Blvd, and Joslyn Ave.

### **Master Plan**

According to the City's 2014 Master Plan Update, Pontiac is staking a claim in the new economy to focus on redevelopment of underutilized assets with bright economic prospects on which to build a revised destiny. The subject site is designated as the Neighborhood Commercial land use category. The district is intended for smaller scale commercial development that is designed to serve the needs of the surrounding neighborhood. The site design of neighborhood commercial areas and projects needs to enhance the pedestrian experience by creating human scale places.

The Zoning Map Amendment does not conflict with the requirements found within the Master Plan's Traditional Neighborhood Residential district classification.

### **Existing Zoning Pattern**

Properties to the north and west of the subject site are zoned R-1 One Family Dwelling District, property to the south and east are zoned C-3 Corridor Commercial and C-4 Suburban Commercial Districts.

### **Rezoning Criteria**

The Pontiac Planning Commission must consider the following criteria [section 6.804] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*  
As described in the Master Plan, the area is designated as Neighborhood Commercial this project is consistent with the goals, policies, and objectives of the City's Master Plan.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*  
The subject sites physical, geological, hydrological and other environmental features are compatible with the proposed zoning district.
3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*  
The applicant did not provide evidence that they could develop a single family home on the property and receive a reasonable return on investment.
4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*  
The potential uses of the proposed zoning district are suitable for commercial and retail uses, and would not have a long term negative impacts on the property or souring neighborhood.
5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*  
The City's utilities and services will be sufficient to accommodate the proposed development without compromising the City's health, safety, and welfare.
6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*  
The street system will not be negatively impacted by the proposed zoning district.
7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*  
The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.
8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*  
With all the previous findings of fact, it is more appropriate to rezone the land to the conforming C-3 Corridor Commercial District than any other zoning district.
9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*  
It would be inappropriate to amend the R-1 Zoning District to permit the proposed Commercial and Retail uses, and it is more appropriate to rezone the land to the conforming C-3 Corridor Commercial District than to amend the list of permitted uses.
10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*  
The proposed rezoning does not create an isolated or incompatible zone in the neighborhood.

**Proposed Resolution**  
**For Approval**

Whereas, the City has received an application for Zoning Map Amendment (ZMA 22-09) for Parcel No. 64-14-09-377-015, -016, -017; 64-14-09-377-028 from R-1 One Family Dwelling and C-3 Corridor Commercial as requested by the petitioner Steve Robinson.

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;

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 the intended use of the property complies with the City of Pontiac Zoning Ordinance;

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

Whereas, On October 5, 2022, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommended to City Council to Approve the Zoning Map Amendment request for parcels 64-14-09-377-015, -016, -017; 64-14-09-377-028 from R-1 One Family Dwelling and C-3 Corridor Commercial;

Now, Therefore, Be It Resolved, that the City Council for the City of Pontiac **Approve** the Zoning Map Amendment (ZMA 22-09) request for Parcel No. 64-14-09-377-015, -016, -017; 64-14-09-377-028 from R-1 One Family Dwelling and C-3 Corridor Commercial.

**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Youth Recreation*

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**TO:** City Council  
**FROM:** Khalfani Stephens, Deputy Mayor  
**CC:** Tim Greimel, Mayor  
**DATE:** October 14, 2022  
**RE:** Agenda

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Honorable city council, we are asking to approve a memorandum of understanding with the Pontiac School District to allow the City of Pontiac Youth Recreation Division to provide afterschool programming at all of the Pontiac elementary schools.

The new resolution should read:

WHEREAS	The City of Pontiac Youth Recreation Division is tasked with providing enrichment activities for Pontiac Youth; and
WHEREAS,	There is currently no afterschool sports programming in the Pontiac School District; and
WHEREAS,	There is not a dedicated funding source in the Pontiac School District to provide sports enrichment for elementary school children; and
WHEREAS,	The Pontiac School District and the City of Pontiac wish to partner to offer said programming to Pontiac children,
NOW THEREFORE BE IT RESOLVED	the Pontiac City Council authorizes the administration to enter into a memorandum of understanding to provide afterschool enrichment at elementary schools in the Pontiac School District.



## **Program Memorandum of Understanding**

City of Pontiac Youth Recreation & Enrichment

AND

The Pontiac School District

This document describes the agreed-upon responsibilities and expectations between the City of Pontiac and the Pontiac School District regarding Elementary School Athletic programs, a City of Pontiac Parks & Recreation, Youth Sports initiative to partner with the Pontiac School District to assist with providing athletic feeder programming.

### **TIME PERIOD**

This Memorandum of Agreement shall remain in place from September 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023<sup>2</sup> excluding days school is not in session, half days and seasonal breaks unless modified and agreed upon 24hrs prior to the scheduled date.

### **RESPONSIBILITIES AND EXPECTATIONS**

#### **Under this Agreement, City of Pontiac Youth Recreation & Enrichment agrees to:**

- Provide adequate staff, coaches and volunteers who are screened (background check) and trained to ensure a safe environment for participating youth (determined by registration) during program activities for the designated time period in The Pontiac School District facilities and grounds.
- Communicate Elementary Athletic program information and objectives to participants, parents and staff.
- Increase the number of City of Pontiac & Pontiac School District elementary school students that have access to organized sports, and athletic activities free of charge.
- Provide uniforms and equipment.
- Reimburse the District on a monthly basis (payment due within 14 days of receipt by the City) for any and all costs incurred by the District in regards to background checks, custodial services, transportation services and security services contemplated by this MOU, if and only if such costs are incurred by the District as a result of this agreement and such costs are over and above whatever costs would have otherwise been incurred by the District in the absence of this agreement.

#### **Under this Agreement, Pontiac School District agrees to:**

- Allow City of Pontiac Youth Recreation & Enrichment to facilitate Elementary School Athletics on behalf of the Pontiac School District per the timeframe specified in the MOU.
- Ensure that designated facilities are available, safe and clean for practices and games.
- Distribute program information and schedules provided by City of Pontiac Youth Recreation & Enrichment to participating student's families.
- Provide a 24 hour notice in writing of any changes in the agreed upon schedule.



- Provide background checks of prospective staff; custodial services; transportation services; and security services. This District obligation assumes the City will reimburse the District on a monthly basis (payment due within 14 days of receipt by the City) for any and all costs incurred by the District in regards to these services. ( Upon approval of Recreation Manager.

### **INDEMNIFICATION**

Each party to this Agreement ("Indemnifying Party") shall indemnify and hold the other party, its agents and employees ("Indemnified Party") harmless from and against any and all claims and causes of action brought against the Indemnified Party and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the Indemnified Party in which the Indemnified Party is named as a result of the negligent, grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage, or arising out of any claimed defect in the Services or breach of any provision of this Agreement. This indemnification is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

~~The City of Pontiac shall indemnify and hold harmless the Pontiac School District and, its officers, agents and employees, from any and all claims lawsuits, losses, damage or injury to persons or property of whatever kind and nature, whether directly or indirectly arising from or in connection with its use of the City's Property by its employees, recipients and invitees, which responsibility shall not be limited to the insurance coverage provided herein.~~

~~The Pontiac School District shall indemnify and hold harmless the City of Pontiac, its directors, officers, employees and agents from any and all claims, lawsuits, losses, damage or injury to persons or property of whatever kind and nature, whether directly or indirectly arising from or in connection with its use of the City's Property by its employees, recipients and invitees, which responsibility shall not be limited to the insurance coverage provided herein. Nothing provided in this agreement shall be construed as a modification or waiver of any immunity afforded by law to the City.~~

**INSURANCE** The District and the City shall furnish to the other a Certificate of Insurance for property damage and public liability in amounts and with carriers satisfactory to each other, for the City Property as hereinabove described. Said insurance shall be primary shall name the other party as an "additional insured" under its policy.

### **TERMINATION**

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to both the City of Pontiac Youth Recreation & Enrichment Department and The Pontiac School District a minimum of 7 days prior to

cancellation and shall be sent via written request. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

**Signatures of authorized agency representatives:**

Pontiac School District

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

City of Pontiac

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**#34**

**COMMUNICATION**



# ECONOMIC DEVELOPMENT STAKEHOLDER SURVEY 2022

## ABOUT THIS SURVEY

The Community Development Department is conducting a survey of businesses and residents which is intended to gather input regarding current economic, business, and workforce conditions in the Pontiac region.

## OUR ADVANTAGES

Participants will help inform future policy and programming decisions by the City of Pontiac. Your response will positively impact growth in the City of Pontiac and is greatly appreciated.

**SCAN QR CODE BELOW**

1

### ***SURVEY DEADLINE***

The survey deadline is Tuesday, November 1st!

2

### ***AVAILABLE LANGUAGES***

The Survey is available in both English and Spanish.

3

### ***DON'T HAVE A QR CODE APP?***

Use the link below and access the survey link from our public notices section for the Community Development department!



Rachel Loughrin  
Community Development Director  
rloughrin@pontiac.mi.us



[www.pontiac.mi.us/  
departments/community\\_  
development](http://www.pontiac.mi.us/departments/community_development)



47450 Woodward Ave.  
Pontiac, MI 48342

**CONTACT US**

**#35**

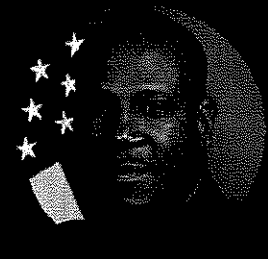
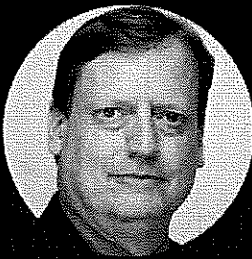
# **COMMUNICATION**

# PUBLIC SAFETY

## COMMUNITY TOWN HALL



COME AND HEAR UPDATES REGARDING PUBLIC SAFETY FROM MAYOR TIM GREIMEL, CITY OF PONTIAC ANTI-VIOLENCE TASK FORCE, OAKLAND COUNTY SHERIFF RELATIONS TEAM, AND THE OAKLAND COUNTY SHERIFF'S DEPARTMENT. RESIDENTS WILL HAVE THE OPPORTUNITY TO ASK QUESTIONS!



### **SPEAKERS:**

MAYOR TIM GREIMEL

ANTI-VIOLENCE TASK FORCE, KAINO PHILLIPS (CHAIR)

OAKLAND COUNTY SHERIFF RELATIONS TEAM, ANGELA POWELL (CHAIR)

OAKLAND COUNTY SHERIFF, MICHAEL BOUCHARD

OAKLAND COUNTY SHERIFF, ANDRE EWING (CAPTAIN)

### **BOWENS SENIOR CENTER**

52 BAGLEY ST, PONTIAC, MI 48341

WEDNESDAY, NOVEMBER 2, 2022

TIME: 6 P.M. – 8 P.M.

FOR MORE INFORMATION CONTACT ANGELA POWELL AT (248)-758-3300 OR [APOWELL@PONTIAC.MI.US](mailto:APOWELL@PONTIAC.MI.US)