

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



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

Phone: (248) 758-3200

135th Session of the 11th Council – Tuesday, March 19, 2024, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

March 12, 2024, City Council Meeting Minutes

Recognition of Elected Officials

Special Presentation

Update on Franklin Road Construction Project Final Work Taking Place in Coming Weeks

Presentation Presenter: Mayor Tim Greimel

Agenda Address (Two Minutes Time Limit)

Agenda Items

Public Hearing

1. Public Hearing on the Sale of Vacant City-owned parcels Blaine Ave., 64-14-20-305-019; 234 S. Shirley Ave., 64-14-33-208-017; 66 Nelson St., 64-14-21-352-025; 268 Luther Ave. 64-19-04-176-031; 32 Bennett St., 64-14-20-383-026; 494 Bloomfield Ave., 64-19-04-107-021; Luther Ave., 64-19-04-156-022; 85 Gillespie Ave., 64-14-32304-005

Ordinances

Planning Division

2. Adoption of an Ordinance to Amend the City of Pontiac Zoning Ordinance to Define Minor and Major Temporary Uses and to Regulate Mobile Food Vendors to include: Amend Article 2, Chapter 2, Section 2.204, Table 2; Amend Article 2, Chapter 5, Section 2.542; Amend Article 2, Chapter 5, Section 2.544; add Article 2, Chapter 5, Section 2.551 - Mobile Food Parklet, Amend Article 7, Chapter 2, Section 7.207 **(Second Reading)** (Deferred from the February 20, 2024 City Council Meeting)

3. Adoption of an Ordinance to Amend the City of Pontiac Municipal Ordinance to Amend Licensing Requirements for Mobile Food Trucks and to Regulate Special Events to include: Article XIXa, Chapter 26, Sections 26-1030 through 26-103 (**Second Reading**) (Deferred from the February 20, 2024 City Council Meeting)

Resolutions

Grants and Philanthropy Department

4. Resolution scheduling Public Hearings for City's Proposed Community Development Block Grant (CDBG) Funding Plan on April 2 and April 16, 2024 at 5:00 p.m.

Purchasing Division

5. Resolution approving the Mayor or Deputy Mayor to award the bid and execute the AIA Document B133-2019 Contract with Racer/MRSA to design a Youth Community Recreation Center
6. Resolution to approve the National Network for Safe Communities (NNSC) Contract in response to the City's Group Violence Intervention RFP, Solicitation No. 24-699-001

Public Comment (Three Minutes Time Limit)

Public Communications

City Council

7. Your Pontiac City Council has formally recognized March 2024 as Women's History Month in Pontiac. Among other activities happening this month, please visit Pontiac City Hall to see the spotlight on women in our community who have made a difference and been trailblazers. To share names of other community members you'd like to see recognized, please contact the Pontiac City Council office.
8. "Giving is a Blessing" Community Giveaway, Wednesday, March 20, 2024, from 2:00 to 5:00 pm, held at Wisner Stadium, 441 Cesar E. Chavez Avenue, Pontiac 48342. Presented by Amazon Black Employee Network and Ascend Foundation. Items ranging from household supplies, clothes, electronics, food, and more.
9. Michigan Technology Conference, March 21 and 22, 2024, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341. This is an immersive experience in our region's growing tech scene. Engage in innovation, networking, and learning with industry leaders. For more information, visit MITechCon.org
10. Black Family Wellness Expo, Saturday, March 23, 2024 from 9:00 am to 1:00 pm. Held at Welcome Missionary Baptist Church, 143 Oneida Street, Pontiac 48341. Sponsored by the Oakland County Chapter of Links, Inc.; Greater Pontiac Community Coalition; and the OU-Pontiac Initiative.
11. Oakland County Ministerial Fellowship Holy Week Worship, March 25-28, 2024, at 7:00 pm each night, held at First Presbyterian Church, 99 Wayne Street, Pontiac 48342. Monday is Pastor John Tolbert of Trinity Missionary Baptist Church. Tuesday is Pastor Andrea Ellis of Destiny Faith Church. Wednesday is Bishop Antonio Gibson of New Experience Church. Thursday is Pastor Laura Kelsey of First Presbyterian Church.
12. Next Pontiac District Three Community Meeting, Monday, March 25, 2024, at 5:00 pm, held at the Baldwin Center, 212 Baldwin Avenue, Pontiac 48342. For more information, Contact District Three's City Councilman Mikal Goodman.
13. Next Pontiac District Two Neighborhood Advisory Meeting is Monday, March 25, 2024, at 7:00 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For more information, contact District Two's City Councilman Brett Nicholson.
14. Next Pontiac District Four Community Meeting is Thursday, March 28, 2024, at 6:00 pm, held at New Mount Moriah International Church, 313 E. Walton Boulevard, Pontiac 48340. For more information, contact District Four's City Councilwoman Kathalee James.

15. Second Annual Pontiac Alumni Roundball Classic, March 30, 2024, Doors Open at 12:00 pm, First Game at 1:00 pm, Held at Rochester University, 800 W. Avon Road in Rochester Hills. Tickets are \$10. Contact Dennis Thompson for more information.
16. Next Pontiac District One Monthly Meeting is Saturday, March 30, 2024, from 3:00 to 5:00 pm. For more information, contact District One City Councilwoman Melanie Rutherford.
17. Property Tax Foreclosure Deadline with the Oakland County Treasurer's Office is April 1, 2024. Contact the Oakland County Treasurer's office for assistance or more information, or visit oakgov.com/treasurer
18. Webster Community Center Construction Groundbreaking Celebration, Wednesday, April 3, 2024, from 3:00 to 4:30 pm. Held at the Center on West Huron, between Murphy and Monroe. Contact Micah 6 for more info.
19. Rend Collective Performs at the Strand Theatre, Wednesday, April 3, 2024, at 7:00 pm, the Flagstar Strand Theatre is located at 12 N. Saginaw Street in Downtown Pontiac. Visit flagstarstrand.com or call (248) 309-6445 for more information.
20. M1 Concourse Cars and Coffee: Ford, Lincoln, and Mercury, Saturday, April 6, 2024, from 8:00 to 11:00 am, held at M1 Concourse at 1 Concourse Drive, Pontiac 48341. Visit m1concourse.com for more information.
21. Identify Your Dream Foundation "Strike Out for Violence" Bowling Fundraiser, Sunday, April 7, 2024, from 1:30 to 4:30 pm. Held at Classic Lanes in Rochester Hills. For more info, visit identifyyourdream.org
22. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
23. Glenn Miller Orchestra Performs, Sunday, April 14, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
24. Tuske Performs, Wednesday, April 24, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
25. Micah 6 Community Garden of Cocktails Fundraiser, Friday, April 26, 2024, from 7:00 to 9:15 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. This is a ticketed event.
26. Huron Corridor Earth Day Cleanup, Saturday, April 27, 2024, from 9:00 am to 12:00 pm. Meeting up at Indian Village Park, located at N. Genesee and W. Huron. For more information, contact Micah 6 Community.
27. 40 West Howard Artists Guild Spring Open House, Saturday, April 27, 2024, from 1:00 to 7:00 pm, held at the Artist Studios inside 40 West Howard Street, Pontiac 48342.
28. Pontiac Skatepark Ribbon Cutting, Friday, May 3, 2024
29. Eaglemania Performs, Friday, May 3, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
30. Shawn Colvin and KT Tunstall in Concert, Saturday, May 4, 2024, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or contact Ticketmaster.

31. Pontiac Creative Arts Center is Calling for Artwork Submissions of any medium to their Kaleidoscope Exhibit. Submissions due May 19, 2024. For more information, contact the center at admin@pontiacarts.org
32. 10th Annual Art Fish Fun Festival, Saturday, June 8, 2024, held at Beaudette Park in Pontiac
33. Accent Pontiac Birdies and Beats Fundraiser, June 28, 2024, at 8:30 am, held at the Links at Crystal Lake, 800 Golf Drive, Pontiac 48341. For more information, contact dmiller@accentpontiac.org
34. Elam Family and Friends Block Party, Saturday, July 20, 2024, from 11:00 am to 7:00 pm, held outside the Elam Barber Shop, 485 S. Sanford Street, Pontiac 48341.

Mayor's Office

35. Pontiac Youth Recreation Spring Bash and Egg Hunt is Saturday, March 23, 2024
36. Yard Waste Bag Pickup by City Contractors Coinciding with Trash Day Pickup Resumes April 1, 2024
37. City of Pontiac Purchasing Division Supplier Connect Event, Friday, April 19, 2024, from 5-6pm held at City Hall (Council Chambers) 47450 Woodward, Pontiac
38. City of Pontiac Purchasing Division Supplier Connect Event, Friday, May 17, 2024, from 5-6pm held at City Hall (Council Chambers) 47450 Woodward, Pontiac
39. City of Pontiac is Currently Hiring for Multiple Positions and Encourages Pontiac Residents to Apply Visit http://pontiac.mi.us/departments/human_resources/employment_opportunities/index.php
40. Our 50th District Court is Also Hiring, with Openings for a Full-Time Court Clerk, a Full-Time Court Officers, and a Part-Time Court Magistrate. Pontiac Residents are Encouraged to Apply.

Closing Comments

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

Adjournment

CONSENT AGENDA

March 12, 2024, Draft

**Official Proceedings
Pontiac City Council
134th Session of the Eleventh Council**

Call to order

A Regular 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, March 12, 2024, at 6:05 p.m. by Council President Mike McGuinness.

Invocation – Councilman William Parker Jr. – 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, Brett Nicholson, William Parker Jr., and Melanie Rutherford

Mayor Tim 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

24-75 **Resolution to approve the consent agenda for March 12, 2024.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for March 12, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for March 12, 2024, including the February 26, 2024, Parks, Recreation & Public Works Subcommittee Meeting Minutes, March 4, 2024, Economic Development Housing and Planning Subcommittee Meeting Minutes, March 5, 2024, City Council Meeting Minutes, Resolution Recognizing March 2024 as Social Work Month in the City of Pontiac, Michigan, Resolution Honoring the Life and Service of Eric Johnson, Resolution Honoring the Life and Service of Brian Blosser, Resolution Scheduling Special Council Meetings on the Proposed Fiscal Year Budget 2024-2025 for May 9, 16, 23, 30, Resolution Scheduling Public Hearing on the Proposed City Fiscal Year Budget 2024-2025 for May 21, 2024, at 6:00 pm, Resolution to Approve Purchase of the Annual Renewal of Microsoft 365 Licenses Agreement for the City, Resolution Urging State Leaders to Address the Inadequacy of State Statutory Revenue Sharing, and Resolution Congratulating City Councilwoman Melanie Rutherford on her Acceptance to the Michigan Municipal League Women's Elected Leadership Intensive.

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

No: None

Resolution Passed

March 12, 2024, Draft

24-75 (D) **Resolution Recognizing March 2024 as Social Work Month in the City of Pontiac, Michigan.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, Social Work is a profession truly dedicated to helping people, and the primary mission of Social Work is to enhance human well-being and help meet the basic and complex needs of all people; and,

WHEREAS, Social Workers put a particular focus on helping people who are vulnerable, oppressed, or living in poverty and Social Workers meet people where they are and help people and communities reach their full potential; and,

WHEREAS, Social Workers work in all facets of our society, including schools, hospitals, community organizations, the military, mental health centers, social service agencies, corporations, and local, state, and federal government; and,

WHEREAS, for generations Social Workers have been on the front lines in the Pontiac community, making a substantial difference improving our residents' lives;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council in collaboration with Pontiac Mayor Tim Greimel hereby proclaims March 2024 as Social Work Month in Pontiac, Michigan; and further Resolved, the City of Pontiac honors the numerous contributions made by our nation's Social Workers and the past, present, and future contributions that Social Workers have made in the City of Pontiac; and

FURTHER RESOLVED, the City Council thanks Oakland University Social Work Lecturer Raenece Johnson of Pontiac for encouraging our City to recognize this important profession.

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

No: None

Resolution Passed

24-75 (E) **Resolution Honoring the Life and Service of Eric Johnson.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac, Michigan has been privileged to have many exemplary employees serve the City over the decades, whose hard work and dedication directly improved the quality of life for our citizens; and,

WHEREAS, Mr. Eric Johnson worked for the City of Pontiac for a number of years, serving with dedication and passion in finance operations at a critical juncture in the City's history; and,

WHEREAS, Mr. Johnson was an involved and outspoken advocate for our City and our residents for decades even beyond City employment; and,

WHEREAS, Mr. Johnson had an immensely positive impact on our City, his colleagues, his neighbors, and his beloved family; and,

WHEREAS, Mr. Johnson passed away March 4, 2024, at the age of 69, which is a tremendous loss for our entire community;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby mourns the passing of Mr. Eric Johnson and celebrates his life; and

FURTHER, RESOLVED, the Pontiac City Council expresses our deepest gratitude for Mr. Johnson's dedicated service to our City and to the citizens whose lives he positively impacted; and

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

FURTHER, RESOLVED, that we extend our deepest sympathies to his family, friends, neighbors, and colleagues.

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

No: None

Resolution Passed

March 12, 2024, Draft

24-75 (F) **Resolution Honoring the Life and Service of Brian Blosser.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac, Michigan has been privileged to have many exemplary civic volunteers serve as election workers over the decades, whose hard work and dedication has contributed to the success of the election process in Pontiac; and,
WHEREAS, Mr. Brian Blosser was a resident of Pontiac and served as an election worker for the City for many years, working multiple election cycles; and
WHEREAS, Mr. Blosser was insistent about preserving the integrity of the election process and ensuring that citizens would be afforded their right to vote, and that his fellow residents were served well and treated kindly as part of the process; and,
WHEREAS, Mr. Blosser was devoted to serving Pontiac through other means, including at Monument of Faith Missionary Baptist Church, New Mount Moriah International Church, and Word Believing Christian Center Church, and as a faithful volunteer for many community service activities working to help his neighbors in need; and,
WHEREAS, Mr. Blosser has passed away in recent days at far too young an age, which is a tremendous loss to our community, his family, his friends, his neighbors, and to the Pontiac City Clerk's office staff and his fellow election workers;
NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council, Pontiac Mayor Tim Greimel, and the entire City of Pontiac hereby mourns the passing Mr. Brian Blosser; and
FURTHER, RESOLVED, the City Council expresses our deepest gratitude for Mr. Blosser's dedicated service to our City and to the Citizens of Pontiac, whose lives were enriched because of his willingness to help and be involved; and
FURTHER, RESOLVED, the City Council and the entire community will remember his work, his personality, his spirit, and his willingness to help others; and
FURTHER, RESOLVED, we extend our deepest sympathies to his family, friends, and colleagues.

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

No: None

Resolution Passed

24-75 (G) **Resolution Scheduling Special Council Meetings on the Proposed Fiscal Year Budget 2024-2025 for May 9, 16, 23, 30.** Move by Councilperson Rutherford and second by Councilperson Parker.

HEREBY, BE IT RESOLVED, the Pontiac City Council schedules meetings of the Pontiac City Council for the purpose of reviewing and deliberating upon the Mayor of Pontiac's proposed City of Pontiac Budget for Fiscal Year 2024-2025 in the Council Chambers of Pontiac City Hall on the following dates: Thursday, May 9, 2024, at 3:00 p.m. Thursday, May 16, 2024, at 5:00 p.m. Thursday, May 23, 2024, at 5:00 p.m. Thursday, May 30, 2024, at 5:00 p.m. and
FURTHER RESOLVED, the City Council schedules requests the Pontiac City Clerk to ensure those meeting dates and times are properly posted.

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

No: None

Resolution Passed

24-76 (H) **Resolution Scheduling Public Hearing on the Proposed City Fiscal Year Budget 2024-2025 for May 21, 2024, at 6:00 pm.** Moved by Councilperson Rutherford and second by Councilperson Parker.

HEREBY, BE IT RESOLVED, the Pontiac City Council schedules the Public Hearing for the proposed

March 12, 2024, Draft

City of Pontiac Budget for Fiscal Year 2024-2025 in the Council Chambers of Pontiac City Hall on the following date:

Tuesday, May 21, 2024, at 6:00 p.m. and

FURTHER RESOLVED, the City Council schedules requests the Pontiac City Clerk to ensure those meeting dates and times are properly posted.

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

No: None

Resolution Passed

24-75 (I) **Resolution to Approve Purchase of the Annual Renewal of Microsoft 365 Licenses Agreement for the City.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac uses Microsoft 365 for its primary office applications such as Word, Excel, PowerPoint, and Outlook; and

WHEREAS, Microsoft 365 also provides Cloud services, OneDrive, Microsoft Teams and security protection for the City's network and emails; and

WHEREAS, the renewal period for the annual subscription is April 2, 2024-April 1, 2025, so that City business operations are not disrupted; and

WHEREAS, Insight Public Sector is the authorized reseller of the Microsoft 365 licenses; and

WHEREAS, the cost to renew the current licenses is \$42,956.49 plus \$250 for each license beyond that; and

WHEREAS, the Purchasing Manager has met the competitive bid requirement of a major purchase by classifying this purchase as a Sole Source.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council authorizes the Mayor or the Mayor's Designee entering into a contract with Insight Public Sector to renew the Microsoft 365 licenses for the City of Pontiac for an amount Not-To-Exceed \$44,000.

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

No: None

Resolution Passed

24-75 (J) **Resolution Urging State Leaders to Address the Inadequacy of State Statutory Revenue Sharing.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac, Michigan's local government, along with other local governments in Michigan, relies on state revenue sharing to provide essential services to its residents each year; and,

WHEREAS, state revenue sharing in the State of Michigan falls into the constitutional or statutory type, with statutory revenue sharing being determined by state legislative appropriations; and,

WHEREAS, through the years the City of Pontiac has experienced a significant reduction in statutory revenue sharing, impacting our City's ability to fund essential services adequately, a challenge shared by many cities throughout Michigan; and,

WHEREAS, State Revenue Sharing accounts for a substantial portion of the City of Pontiac's general fund budget and reductions in statutory revenue sharing has historically placed financial strain on the City and led to cuts in essential services for Pontiac residents over the years and contributed to past municipal financial strains;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby urges the Governor of Michigan, the Michigan State Legislature, and state administrators to reassess and amend the current approach to statutory revenue sharing to ensure more stable and adequate funding for local governments; and

FURTHER RESOLVED, the City Council emphasizes the harmful long-term implications of reduced

March 12, 2024, Draft

statutory revenue sharing on the quality of life for the City of Pontiac and our citizens, and for cities throughout the great State of Michigan.

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

No: None

Resolution Passed

24-75 (K) **Resolution Congratulating City Councilwoman Melanie Rutherford on her Acceptance to the Michigan Municipal League Women's Elected Leadership Intensive.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City Council for the City of Pontiac, Michigan strives to serve the citizens of our great City well as the legislative body of our municipal government; and,

WHEREAS, continuing education and professional development opportunities are pursued by City Councilmembers throughout the year to strengthen our abilities, understanding, and ideas to serve our residents as effectively as possible; and

WHEREAS, City Councilwoman Melanie Rutherford applied for and was selected for the Michigan Municipal League Women's Elected Leadership Intensive; and,

WHEREAS, Councilwoman Rutherford will be participating in the Women's Elected Leadership Intensive through the Michigan Municipal League this April and May;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council congratulates City Councilwoman Melanie Rutherford on her acceptance into the Michigan Municipal League Elected Women's Leadership Intensive; and

FURTHER, RESOLVED, we commend Councilwoman Rutherford on her commitment to continuing education and pursuing this professional development opportunity with the goal of strengthening the City Council's ability to serve the community effectively.

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

No: None

Resolution Passed

Special Presentations

Michigan Technology Conference in Pontiac

Presentation Presenter: Michael Riley

Friends of the Clinton River Trail Update

Presentation Presenter: Josh Eichenhorn, FCRT Vice President

City Council Monthly Subcommittee Reports

Communications, Engagement & Operations – Chair Mikal Goodman

Economic Development, Housing & Planning – Chair Mike McGuinness

Facilities & Property – Chair Melanie Rutherford

Finance & Personnel – Chair Brett Nicholson

Law & The Courts – Chair William Parker, Jr.

Parks, Recreation & Public Works – Chair Kathalee James

Public Safety, Health & Wellness – Chair William A. Carrington

Recognition of Elected Officials – None

Agenda Address

1. Carlton Jones addressed item #17
2. Ryan Hertz addressed item #17

March 12, 2024, Draft

3. Steve Tomkowiak addressed item #17
4. Chris Gilmer Hill addressed item #17
5. Jessica Newman addressed item #17
6. Curt Schewe addressed item #17
7. Dr. Deirdre Waterman addressed items #17 & #18
8. Darlene Clark addressed item #17

Agenda Items

Ordinances

Planning Division

24-76 **Resolution to Approve First Reading of Zoning Ordinance Map Amendment An Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac, Amending Article 2, Section 2.103—Zoning Map, to Change the Zoning Classifications for a Specific Parcel on the East Side of North Perry Street between Pontiac Road and Giddings Road, Subject to the agreed upon Conditions (Rezone 17.6 Acres of Parcels 64-14-15-426-008, and 64-14-15-426-016 and 64-14-15-426-022 from R-1 (One Family Dwelling) to C-3 (Corridor Commercial) Moved by Councilperson Parker and second by Councilperson Nicholson.**

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone parcels 64-14-15-426-008, 64-14-15-426-016 and 64-14-15-426-022 totaling 17.6 acres; specifically, to amend the Zoning Ordinance Map which lists this property as R-1 One-Family Dwelling to C-3 Corridor Commercial.

WHEREAS, the City of Pontiac City Council finds it is in the best interest of the health, safety, and welfare, to accept the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on February 29, 2024.

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

No: None

Resolution Passed

Resolutions

City Council

24-77 **Resolution Commending the United States House of Representatives for Advancing \$4,116,279 Federal Funding for the City of Pontiac Martin Luther King, Jr. Boulevard Bridge Replacement Project and our Congresswoman Haley Stevens for Requesting that Crucial Community Project Funding.** Moved by Councilperson Parker and second by Councilperson Rutherford.

WHEREAS, the City of Pontiac, Michigan has a substantial infrastructure project need with the replacement of the Martin Luther King, Jr. Boulevard Bridge, which has been closed to vehicular traffic and pedestrians for safety reasons since the summer of 2022; and,

WHEREAS, the City was approved for \$10 Million in state funding through the Michigan Department of Transportation, with the Pontiac City Council voting to approve the contract with the State for that funding at the March 5, 2024, City Council meeting; and,

WHEREAS, the City has repeatedly expressed our gratitude to State Representative Brenda Carter, State Senator Jeremy Moss, State Speaker of the House Joe Tate, State Senate Leader Winnie Brinks, and Governor Gretchen Whitmer for their work and approval in making that state funding possible; and, WHEREAS, Congresswoman Haley Stevens, who represents Pontiac in the United States House of Representatives, has been steadfast in advocating for federal funding to cover the remaining bulk of costs of for the vitally important bridge reconstruction project, and formally requested \$4,116,279 in funding as a Community Project request; and,

March 12, 2024, Draft

WHEREAS, after her persistent and ongoing pursuit of federal funding, the U.S. House and U.S. Senate have passed appropriation bills that include that Community Project funding for the bridge reconstruction project, and President of the United States Joseph R. Biden has just signed that appropriations legislation into law on March 9, 2024;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council commends the federal government for investing \$4,116,279 in federal funding for the City of Pontiac Martin Luther King, Jr. Boulevard Bridge Replacement Project; and

FURTHER, RESOLVED, the City Council expresses the deep gratitude on behalf of all Pontiac residents to our Congresswoman Haley Stevens for requesting that crucial funding, advocating for its passage, and working hard to partner with our City on this and other priorities to serve the citizens of Pontiac.

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

No: None

Resolution Passed

Economic Development

24-78 **Resolution to approve Sale of City-Owned Property at the Former Kennett Road Landfill and authorize the entering into the Purchase Agreement and Development Agreement.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the Economic Development Division seeks to sell the vacant, City-owned parcel commonly known as the Kennett Road Landfill, in accordance with Section 3.113 of the Pontiac Home Rule Charter; and

WHEREAS, the Kennett Road Landfill is a 74-acre property with Parcel No. 14-18-301-002; and

WHEREAS, Pontiac Parc, a limited liability company to be formed, has agreed to purchase the property for Five-Hundred-Thousand Dollars and 0/100 (\$500,000.00); and

WHEREAS, a public hearing on the sale of this parcel was authorized by the Pontiac City Council and held on December 19, 2023; and

WHEREAS, the parcel will be developed into a new industrial complex focused on the semiconductor supply chain and Project Lift, a youth training facility; and

WHEREAS, the project must be completed within three (3) years of the execution of the Purchase and Development Agreements, or the property will revert to the City of Pontiac; and

WHEREAS, the Purchaser will provide the City of Pontiac with all environmental studies; and

WHEREAS, an agreed upon number of construction jobs and youth training members will be offered to Pontiac residents.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves the sale of the Kennett Road Landfill, Parcel No. 14-18-301-002.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor or the Mayor's Designee to execute Purchase and Development Agreements including but not limited to the terms provided herein.

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

No: None

Resolution Passed

Councilman Brett Nicholson left the meeting at 8:21 p.m.

Grants and Philanthropy

24-79 **Resolution scheduling Public Hearings for City's Proposed Community Development Block Grant (CDBG) Funding Plan on April 3 and April 17, 2024.** Moved by Councilperson Rutherford and second by Councilperson Parker. Discussion.

Motion to postpone Resolution scheduling Public Hearings for City's Proposed Community Development Block Grant (CDBG) Funding Plan on April 3 and April 17, 2024 for one (1) week. Moved by Councilperson Rutherford and second by Councilperson Carrington.

March 12, 2024, Draft

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

No: None

Motion Carried

Councilman Goodman was absent for the vote.

Purchasing

24-80

Resolution to execute the City of Pontiac's Contractor Service Agreement with McKenna Associates, Incorporated to provide Housing Study and Needs Assessment Services for \$59,971. Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the Purchasing Division advertised a Request for Proposals for a Housing Study and Needs Assessment on BidNet on June 20, 2023; and

WHEREAS, eight (8) companies submitted proposals for consideration; and

WHEREAS, the Evaluation Committee selected McKenna Associates, Inc, a Novi, Michigan company to conduct the Housing Study and Needs Assessment for a fee of \$59,971.00; and

WHEREAS, McKenna Associates, Inc. has agreed to complete the project within eight months following the execution of a contract; and

WHEREAS, the Purchasing Division has met the competitive bid requirements for this referenced project; and

WHEREAS, the Purchasing Manager recommends awarding the bid to McKenna Associates, Inc. to conduct the Pontiac Housing Study and Needs Assessment.

NOW THEREFORE BE IT RESOLVED that the City Council approves awarding McKenna Associates, Inc., a contract to conduct a Housing Study and Needs Assessment.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor or the Mayor's Designee to execute a contract with McKenna Associates, Inc. for an amount Not-to-Exceed \$59,971.00 from GL Account.

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

No: None

Resolution Passed

Ordinances Continued

Planning Division Continued

Motion to postpone Resolution to Approve the First Reading of An Ordinance to Amend the City of Pontiac Zoning Ordinance to Amend Requirements for Adult-Use Marihuana Retail Establishments in Designated Overlay Districts and Caregivers until April 2, 2024. Moved by Councilperson Carrington and second by Councilperson Goodman.

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

No: None

Motion Carried

City Council

Motion to postpone Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66 for one week. (Second Reading) Moved by Councilperson Parker and second by Councilperson James.

Ayes: James, McGuinness, and Parker

No: Rutherford, Carrington, and Goodman

Motion Failed

Motion to amend item #17 (Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66) to use substitute language that has been incorporated into the Ordinance since February 29, 2024. (Second Reading) Moved by Councilperson Parker and second by Councilperson James.

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

No: None

Motion Carried

Motion to amend Section 78-64 Exceptions to move #1 after #7, change order of numbers and add a heading for new number 1-6 for the source of income for housing only to Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66. (Second Reading) Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Motion to amend Section 78-64 Exceptions to remove exemption #2 "The sale or rental of any dwelling by an owner, provided the following condition is met, the person owning the dwelling does not own or have any interest in more than five (5) dwellings within the City at that time" of the Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66. (Second Reading) Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Motion Carried

2435 **Adoption of an Ordinance to Amend the City of Pontiac Municipal Code Article III, Division 1, Chapter 78, Sections 56 through 65 to include Human Rights Protections and Article III, Division 2, Chapter 78, Section 66 to Prohibit Housing Discrimination based on source of legal income to include: Article III, Division 1, Chapter 78, Sections 56-65; Article III, Division 2, Chapter 78, Section 66 for one week. (Second Reading) Moved by Councilperson Goodman and second by Councilperson Parker.**

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

No: None

Ordinance Passed

****See Ordinance #2435 as Exhibit A after the minutes****

March 12, 2024, Draft

Public Comment

1. Carlton Jones
2. Richard Watkins
3. Ryan Hertz
4. Steve Tomkowiak
5. Renee Beckley
6. Roselyn Northcross
7. Darlene Clark
8. Pastor Kathy Dessureau

Communications

City Council & Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Pro-Tem William Carrington, Councilman William Parker Jr., Councilwoman Kathalee James, Councilwoman Melanie Rutherford, and Council President Mike McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:52 p.m.

Garland S. Doyle
City Clerk

CITY OF PONTIAC
ORDINANCE No. 2435

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE ARTICLE III, DIVISION 1, CHAPTER 78, SECTIONS 56 THROUGH 65 TO INCLUDE HUMAN RIGHTS PROTECTIONS AND ARTICLE III, DIVISION 2, CHAPTER 78, SECTION 66 TO PROHIBIT HOUSING DISCRIMINATION BASED ON SOURCE OF LEGAL INCOME TO INCLUDE:

ARTICLE III, DIVISION 1, CHAPTER 78, SECTIONS 56-65

ARTICLE III, DIVISION 2, CHAPTER 78, SECTION 66

The City of Pontiac Ordains:

Amend Article III, Division 1, Chapter 78, Sections 56-65 are amended to include Human Rights protections.

Amend Article III, Division 2, Chapter 78, Section 66 is amended to prohibit housing discrimination based on source of legal income.

Chapter 78- HUMAN RELATIONS

ARTICLE III. DISCRIMINATION

DIVISION 1. GENERALLY

78-56 Intent.

It is hereby declared to be contrary to the public policy of the City of Pontiac (City) for any person to deny any individual the enjoyment of civil rights, or for any person to discriminate against any individual in the exercise of civil rights because of actual or perceived color, race, religion or creed, sex, gender identity or expression, sexual orientation, national origin, genotype, age, marital status, familial status, medical condition, disability, height, weight, or source of lawful income (cumulatively known as protected classes).

78-57 Definitions.

As used in this Chapter, the following words and phrases shall mean:

- (1) *Age*: The length of time in years that an individual has lived.
- (2) *Agent*: Any person acting on behalf of an employment, housing, public accommodation, or public services entity.
- (3) *Bias*: A tendency, opinion, or inclination that is preconceived, unreasoned or based on protected class status including, but not limited to, prejudice in favor of or against one person, or group compared with another, usually in a way considered to be unfair or based on stereotypes.

- (4) *Bona Fide Occupational Qualification*: A condition, characteristic, or factor which informs decisions and conduct with respect to a protected class in the area of employment when there are no less discriminatory means, but which is lawful, reasonable, necessary, and narrowly tailored to the safe, efficient, and standard operation of the employer, as further described in this Chapter.
- (5) *City*: The City of Pontiac, Michigan.
- (6) *Color*: pigmentation of the skin.
- (7) *Conviction Record*: the history of all criminal convictions of an individual in any jurisdiction, including time served in prison, jail, juvenile detention, probation, rehabilitation or diversionary programs, or placement on a sex offender registry.
- (8) *Creed*: A system of beliefs, principles, or opinions that guides an individual's actions.
- (9) *Disability*: A physical or mental characteristic of an individual which may result from disease, injury, congenital condition, or functional disorder, if the characteristic:
 - (a) For purposes of employment, substantially limits one or more of the major life activities of an individual but is unrelated to that individual's qualifications for employment or ability to perform the duties of a particular job or position; or
 - (b) For purposes of public accommodation, is unrelated to an individual's ability to use and benefit from a place of public accommodation or public service; or
 - (c) For purposes of housing, substantially limits one or more of an individual's major life activities but is unrelated to that individual's ability to acquire, rent or maintain property.
 - (d) For the purposes of this Chapter, disability shall include, but not be limited to, the use of adaptive aids, devices, or guides, but shall not include temporary impairments associated with drug or alcohol consumption
- (10) *Discrimination*: To make or refrain from making a decision, selectively furnish or withhold access, or act or threaten to act in an adverse way in the areas of employment, housing, public accommodation, public services, or other benefit, based in whole or in part on the actual or perceived status of an individual as a member of a protected class. Discrimination includes:
 - (a) The use of facially neutral practices that have an adverse impact on members of a protected class.
 - (b) Harassment directed at a protected class; harassment does not need to be both severe and pervasive.
 - (c) Any act which results in unequal treatment or segregation of an individual.
- (11) *Employee*: An individual performing lawful work for another person who does not share familial status with that person, in exchange for monetary compensation.

- (12) *Employer*: Any person compensating one or more individuals for the performance of work in a lawful business or enterprise.
- (13) *Equal*: Subject alike to all requirements, qualifications, conditions, and considerations that are not prohibited grounds of discrimination.
- (14) *Familial Status*: An individual's position within the network of that individual's biological and legal relations within three degrees of consanguinity, or through marriage, adoption or other legal custodial relationship.
- (15) *Gender Identity or Expression*: An individual's actual or perceived sex including identity, self-image, appearance, expression, or behavior, whether or not that identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the individual's biological sex assigned at birth.
- (16) *Genotype*: The genetic constitution of an individual.
- (17) *Harassment*: Conduct or communication directed at another individual intentionally for the purpose or effect of creating an intimidating, hostile, or offensive environment with regard to employment, public accommodation, public services, or housing.
- (18) *Height*: Length of an individual's body as measured in feet and inches.
- (19) *Housing*: Any real property, building, structure, or portion thereof which is used or occupied, or is intended to be used or occupied, as the home or residence of one or more individuals. This includes, but is not limited to, a house, apartment, condominium unit, rooming house, housing cooperative, homeless shelter, hotel, motel, tourist home, retirement home, or nursing home.
- (20) *Marital Status*: The state of being married, remarried, never married, divorced, or widowed.
- (21) *Medical Condition*: All past or present physical or mental health diagnoses, treatments, and procedures an individual has received, associated symptoms and risk factors, and effects of such diagnoses, treatments, and procedures.
- (22) *National Origin*: An individual's nation of origin, or the physical, cultural, or linguistic characteristics associated with that nation or a part thereof.
- (23) *Perceived*: The perception of the person who committed the action, but not necessarily the perception of the individual for or against whom the action was taken.
- (24) *Person*: An individual, association, partnership, agency, organization, or corporation, public or private, including all employees thereof. The term, when applied to partnerships, associations, and corporations, includes members and officers.
- (25) *Protected Class*: Any group or status identified in this Chapter.

- (26) *Public Accommodation*: A facility, including a governmental entity or business, offering or furnishing goods, services, places, privileges, or advantages to the general public for purchase, consumption, use, or acquisition, including, but not limited to, hotels, motels, housing, restaurants, taverns, concert and entertainment venues, retail and service enterprises, public services, and certain educational institutions. Public services include those goods or services provided by the City in the public interest to the people living within its jurisdiction, either directly or under contract.
- (27) *Race*: The perceived status of human beings as belonging to distinct groups based on inherited characteristics primarily identified by skin color, and which is a social construct unsupported by the science of genetics.
- (28) *Religion*: A particular system of faith and worship.
- (29) *Retaliation*: Adverse action taken against the person who filed a complaint or participated in a complaint investigation under the Human Rights Ordinance.
- (30) *Sex*: The biological designation of male or female assigned at birth. For gender, see subsection (16) above.
- (31) *Sexual Harassment*: A type of discrimination including, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:
- (a) Submission to such conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodation, public services, or housing.
 - (b) Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting the individual's employment, public accommodation, public services, or housing.
 - (c) Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodation, public services, or housing, or creating an intimidating, hostile, or offensive employment, public accommodation, public services, or housing environment.
- (32) *Sexual Orientation*: An individual's sexual and/or romantic identity in relation to the gender(s) to which the individual is attracted, or the absence of such sexual and/or romantic identity.
- (33) *Source of lawful Income*: Any lawful source of money paid directly to an individual or family or indirectly on behalf of an individual or family, including, but not limited to:
- (a) Money derived from any lawful profession or occupation.

- (b) Money derived from any contract, agreement, loan, or settlement; from any court order, such as court-ordered child support or alimony; from any gift or bequest; or from any annuity or life insurance policy.
- (c) Money derived from any benefit or subsidy program, including, but not limited to, any housing assistance, such as Housing Choice Vouchers, Veterans Affairs Supportive Housing (VASH) Vouchers, or any other form of housing assistance payment or credit whether or not paid or attributed directly to a landlord; public assistance; emergency rental assistance; unemployment; child support; spousal support; disability benefits; veterans benefit; Social Security or other retirement program; supplemental security income; VA and FHA loans, or other program administered by any federal, state, or local agency or nonprofit entity.

(34) *Weight*: The body mass of an individual measured in pounds.

78-58 In General.

- (1) No person shall adopt, enforce, or employ any policy, requirement, qualification, practice, or factor which has the effect of creating unequal treatment or opportunities relating to housing, employment, public accommodations or public services on the basis of actual or perceived membership in a protected class as defined in this Chapter, except as exempted under Section 64 Exceptions of this Chapter.
- (2) The prohibitions against discrimination as provided for in this Chapter shall not be deemed preempted by state or federal law, but are intended to supplement such law.
- (3) This Chapter shall be construed and applied in a manner consistent with the First and 14th Amendments of the U.S. Constitution and Art. I, § 2 of the Constitution of Michigan regarding freedom of speech and free exercise of religion.

78-59 Discriminatory Housing Practices.

- (1) The opportunity to purchase, lease, rent, sell, use, convey, and finance housing without discrimination on the basis of actual or perceived membership in a protected class as identified in this Chapter is hereby recognized and declared to be a civil right.
- (2) The provisions of Chapter 78, Section 66 of the City Code shall also apply to discriminatory housing practices, including but not limited to those provisions governing discriminatory housing and financial practices, exceptions, blockbusting, and violations.
- (3) In addition to the exemptions contained in Chapter 78-66 of the City Code, the following considerations may result in exceptions to discriminatory housing practices:

- (a) *Safety.* Any decision based upon the reasonable and well-substantiated belief that an individual's physical or mental health poses a serious threat to the health, safety, and welfare of the individual, other residents, or other persons
- (b) *Conviction Record.* History of criminal conviction may be considered in housing decisions, although arrest with no conviction may not be considered. An outright ban on prospective tenants with a criminal background is prohibited. Landlords must carefully consider, on a case-by-case basis, the nature and severity of the crime, the age of the individual at the time of the crime, whether there have been repeat offenses, whether the individual maintained a good tenant history before or after the conviction, evidence of rehabilitation efforts, and whether the crime for which the individual was convicted may pose a demonstrable risk to the health, safety or welfare of other residents or persons (which would include manufacturing or distributing illegal drugs) or to property.
- (c) *Competence.* Any decision which is based upon the reasonable and well-substantiated belief that an individual is incapable of satisfactorily fulfilling reasonable responsibilities associated with the housing arrangement.
- (d) The following are not legitimate exceptions:
 - i. The anticipated or actual objections of other residents, neighbors, or persons.
 - ii. Mere inconvenience, less than an undue hardship, to a housing agent in procuring or providing reasonable aid to a member of a protected class to accommodate that individual's needs.

78-60 Discriminatory Employment Practices.

- (1) No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual.
- (2) No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

78-61 Discriminatory Public Accommodation Practices.

No person shall discriminate in making available full and equal access to all goods, services, activities, privileges and accommodations of any place of public accommodation. No person shall prohibit a breastfeeding

mother from or segregate a breastfeeding mother within any public accommodation where she and the child would otherwise be authorized to be.

78-62 Other Prohibited Practices.

- (1) No person shall adopt, enforce or employ any policy or requirement, publish, post or broadcast any advertisement, sign or notice which discriminates or indicates discrimination in providing housing, employment or public accommodations.
- (2) No person shall discriminate in the publication or distribution of advertising material, information or solicitation regarding housing, employment or public accommodations.
- (3) No agent, broker, labor union, employment agency or any other intermediary shall discriminate in making referrals, listings or providing information with regard to housing, employment or public accommodations. A report of the conviction of any such person for a violation of this chapter shall be made to the applicable licensing or regulatory agency for such person or business.
- (4) No person shall coerce, threaten or retaliate against an individual for making a complaint or assisting in the investigation regarding a violation or alleged violation of this chapter, nor require, conspire with, assist or coerce another person to retaliate against an individual for making a complaint or assisting in an investigation.
- (5) No person shall conspire with, assist or coerce another person to discriminate in any manner prohibited by this chapter.
- (6) No person shall discriminate against individuals based on their use of a government-issued identification card and all persons shall accept a government-issued identification card as valid identification unless:
 - (a) There are reasonable grounds for determining that the government-issued identification card is counterfeit, altered, or improperly issued to the individual or that the individual presenting the government-issued identification card is not the individual to whom it was issued; or
 - (b) Federal law, state law, or a valid court order requires the person to obtain different identification from the individual presenting the identification.

78-63 Nondiscrimination by City Contractors

- (1) All contractors proposing to do business with the City shall satisfy the City Code, and any policies based thereon as adopted by the City.

- (2) A contractor shall, as a condition of being deemed a responsible bidder, at the time of its submission to the City in responding to an invitation to bid or request for proposal, certify in writing that it is in compliance with the provisions of this Chapter, and any applicable policies.
- (3) Each City contract shall provide that a breach of the obligation not to discriminate shall be considered a material breach of the contract.

78-64 Exceptions.

Notwithstanding anything contained in this chapter, the following practices shall not be violations of this chapter.

A. Source of Lawful Income Exceptions.

Exceptions listed in subsections (1) through (5) shall exclusively apply to "SOURCE OF LAWFUL INCOME" for housing as defined in this chapter.

- (1) For the owner of an owner-occupied 1-family or 2-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of 1 sex, to restrict occupancy and use on the basis of sex.
- (2) Rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the person owning the dwelling actually maintains and occupies one of such living quarters as his or her residence.
- (3) For the owner of a property where the property is subject to an agreement with the City, County, State, or Federal government that sets aside some or all units in the property for income-restricted housing to ensure access and/or affordability for low- income and moderate-income tenants or any tax-credit programs.
- (4) For the owner when any housing assistance is not approved by the appropriate agency within thirty (30) days after the landlord has provided all information required as a condition of the agency's approval, including evidence that all repairs required before occupancy have been completed.
- (5) Income that a prospective tenant cannot demonstrate is derived from sources and activities permitted by law and is provided on an ongoing basis.

B. General Exceptions.

- (6) For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to individuals of the denomination involved or to restrict employment opportunities for officers, religious instructors, and clergy to individuals of that denomination.
- (7) To limit occupancy in a housing project or to provide public accommodations or employment privileges or assistance to individuals who are of low income, over 55 years of age or disabled, in circumstances in which such limitations are appropriately designated.
- (8) To engage in a bona fide effort to establish an affirmative action program to improve opportunities in employment for groups, including, but not limited to, minorities and women, where allowed or required by law.
- (9) To discriminate based on an individual's age when such discrimination is required by state, federal or local law.
- (10) To refuse to enter a contract with an unemancipated minor.
- (11) To refuse to admit to a place of public accommodation serving alcoholic beverages an individual under the legal age for purchasing alcoholic beverages.
- (12) To refuse to admit individuals under 18 years of age to a business providing entertainment or selling literature which the operator of said business deems unsuitable for minors.
- (13) For an educational institution to limit the use of its facilities to those affiliated with such institution.
- (14) To provide discounts on products or service to students, minors, veterans, and senior citizens.
- (15) To discriminate in any arrangement for the sharing of a dwelling unit by an individual who is sharing the unit.
- (16) To restrict use of lavatories and locker room facilities on the basis of sex.
- (17) For a governmental institution to restrict any of its facilities or to restrict employment opportunities based on duly adopted institutional policies that conform to federal and state laws and regulations.
- (18) To restrict participation in an instructional program, athletic event or on an athletic team on the basis of age or sex.
- (19) To restrict employment on the basis of a bona fide occupational qualification.
- (20) Nothing herein contained shall be construed to prohibit any affirmative action laws passed by any level of government. Preferential treatment of, or benefits conferred on any of the classes protected from discrimination under this chapter are permissible to the extent allowed by law.

78-65 Right to Private Action.

- (1) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, available to the City or any person for the prevention or correction of discrimination including, but not limited to false information pursuant to the City Code or false report of a crime pursuant to the Michigan Penal Code, MCL 750.411a. Such remedies shall be governed by applicable law.
- (2) To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this ordinance may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.
- (3) "Person aggrieved" includes a person whose right created, granted or protected by Article III, Division 2, Chapter 78, is violated by a covered entity directly or through conduct of the covered entity to which the person's agent or employee is subjected while the agent or employee was acting, or as a result of the agent or employee having acted, within the scope of the agency or employment relationship. For purposes of this subdivision, an agent or employee's protected status is imputed to that person's principal or employer when the agent or employee acts within the scope of the agency or employment relationship. It is irrelevant whether or not the covered entity knows of the agency or employment relationship.
- (4) A person is aggrieved even if that person's only injury is the deprivation of a right granted or protected by Article III, Division 2, Chapter 78.
- (5) As used in subsection (2), "damages" means damages for injury or loss caused by each violation of this chapter, including reasonable attorney fees.

DIVISION 2. HOUSING

78-66 Prohibited.

No owner of real property, lessee, sublessee, real estate broker or salesman, builder or supplier of building materials, lender, financial institution, advertiser, or agent of such designated persons, shall discriminate against any other person because of the religion, source of lawful income, race, color or national origin of such other person in regard to the sale, rental of or dealings concerning real property located in the city.

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 20th day of February 2024.

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 12th day of March 2024.

Garland Doyle, City Clerk

#2

ORDINANCE



TO: City Council

FROM: Mark Yandrick, Planning Manager **DATE:**
November 8, 2023, Updated February 8, 2024

RE: Zoning Text and Map Amendment: Mobile Food Vendors and Temporary Uses

Executive Summary

The City is proposing zoning code amendments to amend regulations for Mobile Food Vendors and Temporary Uses to establish regulations per zoning district for mobile food vendors and establish more clear regulations for Temporary Uses in the City.

This Zoning Ordinance accompanies a Municipal Code Amendments. Both Ordinances were heard by City Council for first reading on October 24, 2023.

Planning Commission recommended approval to City Council of these Text Amendments, 6-0.

Quick Facts	
Planning Commission Public Hearing Date	October 11, 2023
Ordinance	Mobile Food Vendor and Temporary Use/Special Events
Location	Citywide, although the Overlay District are in specific areas on the attached map

Overview #1: Mobile Food Truck

Part A: Mobile Food Trucks

The City currently has a municipal ordinance and license program for mobile food trucks. The ordinance establishes processes for mobile food vendors in the City but does not contain any regulations for hours, locations (other than 150' from a restaurant) or specific site regulations for each of the zoning districts in the City. These regulations contain more prohibitions than guidelines.

Staff is proposing regulations that define how a mobile food truck may operate within the City. These regulations govern the way food trucks may operate within specific zoning districts, time of day, and whether they are part of a Special Event or Temporary Use.

Responsibilities

These proposed amendments establish that Mobile Food Vendors would need an annual City License and fire department inspections on food trucks. Additionally, all food trucks must operate where a zoning certificate ((Major, Minor, or Annual Mobile Food Vendor Location) is issued for the temporary use. The only exceptions to the zoning certificate are City Events and Private Events.

For Temporary Use permits, a property owner may obtain an Annual Mobile Vendor Temporary Use permit to follow the prescribed regulations and number of food trucks allowed per the zoning district. They may additionally apply for a Major or Minor Temporary use application, depending on the scale of the event. This is a separate application that may allow more food vendors than what is regulated for the Annual Mobile Food Vendor Temporary Use

Permissions by Zoning District (Annual Food Vendor Location Temporary Use)

R-1, R-1a, R-1b, R-2 Zoning Districts

Within these zoning districts, mobile food vendors are prohibited from operating on private property or in the street, unless it is located in a School, Park or Community Center property, with permission from the property owner and a Temporary Use (Major or Minor) Zoning Permit.

R-3, and R-4 Zoning Districts

In these zoning districts, the property owner, or someone on the property owner's behalf, must seek a Temporary Use Zoning Permit. This permit establishes and permits no more than one (1) mobile food truck to operate to six (6) hours a day between the hours of 8am and 8pm. The property may have different mobile food vendors each day but they may not have more than one (1) mobile food vendor at a time, unless approved through a separate Temporary Use Permit. The property must share what mobile food vendors are operating under this permit to ensure these mobile food vendors are in full compliance with the City.

C-0 and C-1, C-3, C-4, T-C, C-C, MUD Zoning Districts

With these regulations, one (1) mobile food vendor may operate up to 10 hours a day on a property within these zoning districts. A food truck vendor must be more than 150' from the property line of a restaurant, unless written permission from every restaurant within 150' of the mobile food truck has been provided.

C-2 Zoning District (Downtown)

One (1) mobile food vendor may operate up to 10 hours a day on a property within these zoning districts. A food truck vendor must be more than 150' from the property line of a restaurant unless written permission from every restaurant within 150' of the mobile food truck has been provided.

Mobile Food Vendors are prohibited from operating in on-street parking spaces, unless part of an approved temporary use that closes the road on which that parking space is located.

IP-1, M-1, and M-2 (Industrial Zoning Districts)

In these zoning districts, sites are often larger, with larger operations and employers. These amendments propose up to two (2) food trucks at one time with an annual zoning permit, up to ten hours a day.

Exhibit 1: Hours of Operation for Annual Mobile Vendor Location Permit

Zoning District	Hours/Day	Hours of Operation
R-1 and R-2 (Parks/Community Centers)	Temporary Use Events Only	
R-3 and R-4	6	8am - 8pm
C-0 and C-1, C-3, C-4, T-C, C-C, MUD	10	8am - 9pm
C-2	n/a	8am - 3am
I-1, M-1 and M-2	10	8am - 9pm
Mobile Food Parklet Overlay District (Not Downtown)	n/a	7am - 9pm
Mobile Food Parklet Overlay District (Downtown)	n/a	7am - 3am

Private and Catered Events

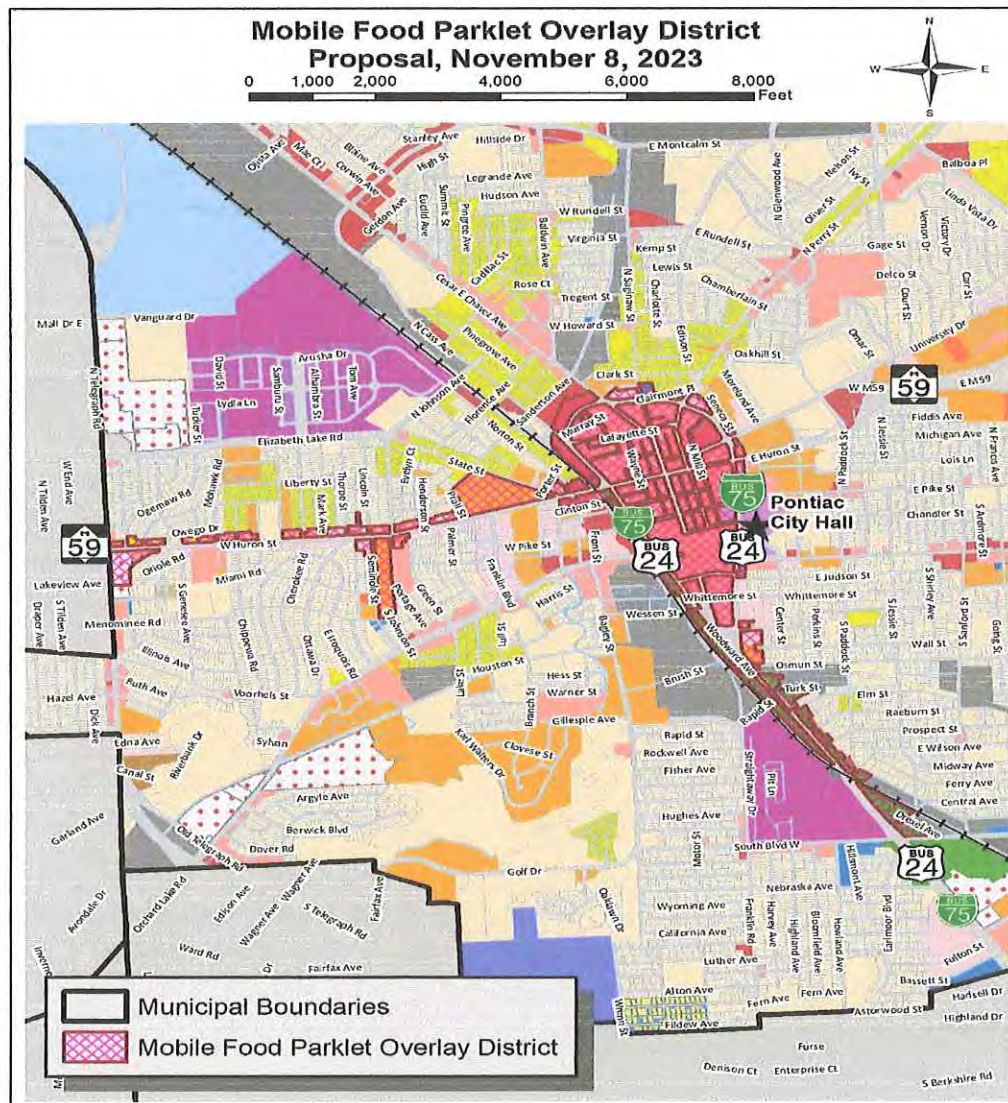
Private and catered events that do not open to the public, and where people are not being charged to receive food, are exempt from this ordinance. These catering and/or food vendors must still receive all necessary safety licenses and permits from Building, Fire, and County Health departments, as required.

Mobile Food Parklet

The City is proposing regulations to permit Mobile Food Parklets in a new Mobile Food Parklet Overlay District.

This new overlay district is on West Huron Street, Woodward Avenue, and in Downtown Pontiac, which includes properties on the inside and outside of the Woodward Loop.

Exhibit 2: Mobile Food Parklet Overlay District



A Mobile Food Parklet is a permanent location for temporary mobile food vendors. The owner would need to go through a site plan process and establish curb separation between cars and vendors, benches, electrical connections, lighting, and landscaping to comply with the zoning code. A temporary zoning permit would not be needed since they are receiving a zoning certificate for a permitted use. The permitted hours of operation are 7am – 9pm, however, in the C-2 district, the hours are permitted to be open until 10 am.

Exhibit 3: Example of Mobile Food Parklet



This is being established to create an atmosphere of placemaking within this overlay district, providing a permanent, and reliable location(s) for mobile food vendors, which have become quite popular in the community. Some of the locations in the Overlay District lend themselves to a mix of both pedestrian and vehicular traffic for customers, as they are close to residential neighborhoods and places of business.

Part B: Special Event and Temporary Uses

The City also wants to clarify in the Zoning Code the difference between Special Events and Temporary Uses. These amendments establish that Special Events and larger events are Major Temporary Uses and require a permit under that name. These events require more coordination and have a higher application fee.

Smaller events, like a sidewalk sale, would be considered a Minor Temporary Use and takes less planning, coordination, and review, and would require a lower application fee.

The City is also establishing an application for an Annual Mobile Food Vendor Location Permit. This application and permit allows a property owner or their designee to apply for mobile food vendor or vendors for specific zoning districts

If any of the following are proposed, it constitutes a Major Temporary Use. If it does not have any of these items, it would be a Minor Temporary Use. Staff would be able to use discretion to determine if an event requires additional review where fire, police, and public works need to coordinate for a Major Temporary Use.

- i. 200 or more individuals are expected to attend.
- ii. Three (3) or more mobile food vendors or commercial vendors.
- iii. Consumption of alcohol on the premises.
- iv. Temporary stages for concerts and/or performances.
- v. Multiple entertainment areas.
- vi. One large entertainment area.
- vii. Fireworks.

Fees

No Changes to the City's Fee Schedule are proposed as part of this ordinance.

These text amendments establish the following deposit and payments for the event.

Minor Temporary Use and Annual Mobile Food Vendors Location Temporary Use: Requires a cash deposit to clean up the site after the event. The funds will be returned if public services are not used for the event.

Major Temporary Use: The applicant will be required to provide payment for sheriff's services, fire services, and/or public works services for time spent in setup, during, or after the event. In addition, the applicant will have to provide the City with proof of liability insurance in advance of the event.

*Exhibit 4:
Required
Licenses and
Fees*

Mobile Food Vendor Annual License	
\$25, Returning Vendor from the previous year	
\$75, Did not have license the previous year	
Event in Park, Minor Event	
Park Permit Only (\$130, which includes \$100 returnable deposit)	
Event on Private Property, Minor Event	
\$150, Temporary Use (Minor) Zoning Permit	
Annual Mobile Food Vendor Location Permit	
\$150, Temporary Use - Annual Mobile Food Vendor Location	
Event in Park, Major Event	
\$500, Temporary Use - Major	
Event on Private Property, Major Event	
\$500, Temporary Use - Major	

Note: This list does not include any required building, electric or right-of-way permits, which is custom to the request of the event.

Other Jurisdictions	Mobile Food Vendor License Fee	Event Fee
Auburn Hills	Prohibited	\$200 (Parks)
Pontiac (First Time)	75	150/500
Pontiac (Renewal)	25	150/500
Ferndale	275	200
Detroit	215	400
Royal Oak	500	125
Berkely	500	200

Exhibit 5: Other Jurisdictions Mobile Food Vendor and Event Fees

Garage and Estate Sales on Residentially Zoned Properties

The City has identified several properties that are having continuous garage sales. The City recognizes that Garage and Estate sales are an occasional, key function for a single-family residential property. These amendments limit this to two (2) periods in a calendar year of no more than three (3) days. This proposal also codifies that property owners need to apply for a Temporary Use zoning certificate to operate a garage or estate sale prior to the sale, although the fee will be waived.

Exemptions

The proposed ordinance provides exemptions for receiving a temporary use permit. These include funerals, city events, and private events that are not open to the public. While these items are exempt from the zoning ordinance but are still required to file any necessary applications or notifications to the City of Pontiac Building Department, Waterford Township Fire Department, and Oakland County Sheriff's Office.

Application Deadline

While these text amendments do not change the time required to apply before the event, it reinforces that an applicant must apply 60 days before the event.

Summary

These Zoning Text Amendments aim to establish a process for the City and mobile food vendors. The regulations ensure a balance to protect the City's neighborhoods, promote business within the City and protect existing businesses in the City. They help to ensure safety for the customers as well as for the businesses. The introduction of the Mobile Food Vendor Overlay District allows a more permanent setting for these mobile operations which will assist in placemaking within the corridor.

For Temporary Events, these amendments give better clarity to the process and expectations for applicants, allowing them to better understand the requirements for submittal and approval.

Planning Commission Recommendation

Planning Commission recommends APPROVAL, 6-0, as their recommendation to the City Council for Mobile Food Vendors and Temporary Use Ordinances.

Attachments:

Proposed Zoning Ordinance
Proposed Mobile Food Vendor Overlay District Map
Proposed Municipal Ordinance

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE TEXT AND MAP AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO DEFINE MINOR AND MAJOR TEMPORARY USES AND TO REGULATE MOBILE FOOD VENDORS TO INCLUDE:

AMEND ARTICLE 2, CHAPTER 2, SECTION 2.204, TABLE 2 ;

AMEND ARTICLE 2, CHAPTER 5, SECTION 2.542;

AMEND ARTICLE 2, CHAPTER 5, SECTION 2.544;

ADD ARTICLE 2, CHAPTER 5, SECTION 2.551 - MOBILE FOOD PARKLET

AMEND ARTICLE 7, CHAPTER 2, SECTION 7.207.

THE CITY OF PONTIAC ORDAINS:

Amend Article 2, Chapter 2, Section 2.204, Table 2:

2.204 Zoning District Design Standards.

The following Table 2 lists the uses that may be permitted in each zoning district; provided, that the development also meets the design and building standards set forth for each district in Chapters 3 through 6 of this ordinance, along with all other development standards contained in this ordinance. For instance, while multiple family apartment buildings may be permitted in various zoning districts, each zoning district will have different standards for building bulk, location, and design. The customized design standards set forth in each zoning district are tailored to the existing and intended character of each zoning district, and are further intended to prevent contextually inappropriate development from occurring within the City.

Table 2. Uses Permitted by District

Key: ■ Principal Permitted Use o Special Exception Use [blank] Use Not Permitted												
* Special Exception Permit Uses Outside the Medical Marihuana Overlay Districts ● Principal Permitted Uses in the Medical Marihuana Overlay Districts												
USE	Residential Districts (A)			Mixed Use Districts				Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2		IP-1
Residential Uses												
Mixed Use Building – residential with non-residential				o	o	■	■	■				Section 2.501
Boarding or Lodging House				o	o							Section 2.502
Multiple Family Manor House (3-4 units)		o	■	o								Section 2.503
Multiple Family Apartment Building (3+ units)			■		o	■						Section 2.504
One Family Dwelling Unit	■	■	■	■								Section 2.505
State Licensed Residential Facility and/or Home (6 or fewer clients)	■	■	■	■								Section 2.506
State Licensed Residential Facility and/or Home (7 or more clients)		o	o	o								Section 2.506
Unlicensed Residential Facility and/or Home			o									Section 2.506.1
Townhouse (3+ units)		o	■	o	o	o						Section 2.507
Two Family Dwelling Unit		■	■									Section 2.505
Commercial, Office, and Service Uses												
Automobile Service (Commercial)					o		o	o	■	■		Section 2.509
Bakery or Confectionary		o		■	■	■	■					Section 2.510
Bank or Financial Institution		o		■	■	■	■					
Bar, Tavern, or Alcohol Service Establishment				■	■	■	■					
Business Service Establishment				■	■	■	■					

Table 2. Uses Permitted by District

Key: ■ Principal Permitted Use ○ Special Exception Use [blank] Use Not Permitted													
* Special Exception Permit Uses Outside ● Principal Permitted Uses in the Medical Marihuana the Medical Marihuana Overlay Districts Overlay Districts													
USE	Residential Districts (A)			Mixed Use Districts					Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Child Care Center or Day Care Center		○	○	○	■	○	■	■					Section 2.511
Funeral Home or Mortuary					■	■	■						
Gallery or Studio		○	■	■	■	■	■	■	■	■			
Lodging Uses													
Bed & Breakfast	○	○	○	○	○	○	■						Section 2.512
Inn				○	○	■	■	■					
Hotel						■	■	■					
Learning Center		○	■	■	■	■	■	■					
Medical Clinic				○	■	○							
Medical Marihuana Grower (D)									●	●	●		Section 2.545
Medical Marihuana Processor (D)									●	●	●		Section 2.546
Medical Marihuana Provisioning Centers (D)					*	●	●	*	*	●	●		Section 2.547
Medical Marihuana Safety Compliance Facility (D)					*	●	●	*	*	●	*	●	Section 2.548
Medical Marihuana Secure Transporter (D)					*	●	●	*	*	●	*	●	Section 2.549
Mobile Food Parklet (allowed in the Mobile Food Parklet Overlay District only)													Section 2.551
Office		○	■	■	■	■	■	■					
Pawn Shops			○	○	○	○	○						Section 2.513
Personal Service Establishment		○	■	■	■	■	■	■					

Table 2. Uses Permitted by District

Key: ■ Principal Permitted Use ○ Special Exception Use [blank] Use Not Permitted												
* Special Exception Permit Uses Outside the Medical Marihuana Overlay Districts ● Principal Permitted Uses in the Medical Marihuana Overlay Districts												
USE	Residential Districts (A)			Mixed Use Districts				Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2		IP-1
Pet Boarding Facility				■			■	■	■	■	■	Section 2.532
Place of Assembly (<50 persons at maximum occ.)				○	○	■	■	■	■	■	■	Occupancy determined by fire code
Place of Assembly (51+ persons at maximum occ.)					○	■	■	■	■	■	■	
Restaurant				○	○	■	■	■	■			Only on A or B Street
Retail Sales												
Small indoor – up to 5,000 sq. ft.				○	■	■	■	■				
Medium indoor – 5,001 – 75,000 sq. ft.					■	■	■	■				
Large indoor – no area limit									■			
Unlimited outdoor								○	○	■	■	Section 2.514
Retail Sales (packaged alcoholic beverages)					○	○	○	○				Section 2.515
Sexually Oriented Businesses									○	○	○	Section 2.508
Workshop/Showroom					○	■	■		■	■	■	Section 2.516
Industrial Uses												
Automobile Service (Industrial)								○	■	■	○	
Heliport									○	○		
Manufacturing, Fabrication and Processing												
Light								■	■	■	■	Section 2.517
General									○	■	○	Section 2.517

Table 2. Uses Permitted by District

Key: ■ Principal Permitted Use o Special Exception Use [blank] Use Not Permitted * Special Exception Permit Uses Outside ● Principal Permitted Uses in the Medical Marihuana the Medical Marihuana Overlay Districts Overlay Districts													
USE	Residential Districts (A)			Mixed Use Districts					Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Heavy												o	Section 2.518
Mini-Warehouse									o	■	■		Section 2.519
Movie and Television Production Facility					■	o			■	■	■		
Outdoor Storage or Outdoor Yard (major)									o	o	o		Section 2.520
Recycling Center									o	■			
Recycling Plant or Scrap Processing										o			
Research Facility (general)									■	■	■		
Research Facility (major)									o	■	o		
Salvage Yards/Resource Recovery Facilities/Junk Yards										o			
Service and Repair (industrial)									■	■	■		
Terminal, Public Transportation	o	o	o	o	■	■	■	■	■	■	■		
Terminal, Freight									■	■	o		
Wholesale Storage/Distribution													
Nontoxic, nonhazardous materials								■	■	■	■		
Toxic or hazardous materials									o	■	o		
Community, Education and Institution uses													
Assisted Living Facility		o	o	o	■	■	■						Section 2.521
Cemetery or Crematorium	o	o	o		o		o		o	o	o		Section 2.522

Table 2. Uses Permitted by District

Key:	■ Principal Permitted Use	○ Special Exception Use	[blank] Use Not Permitted										
* Special Exception Permit Uses Outside the Medical Marihuana Overlay Districts													● Principal Permitted Uses in the Medical Marihuana Overlay Districts
USE	Residential Districts (A)			Mixed Use Districts					Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Community Center Building	■	■	■										
Community Service Facility		○	○	○	○			○	■	■		Section 2.523	
Cultural or Municipal Use	○	○	■	■	■	■	■	■	■	■	■		
Hospital							■	■					
Nursing Home		○	○	○	■	■	■					Section 2.521	
Private Club, Fraternal Organization, or Lodge Hall			○	○	■	■						Only permitted along A or B street	
Public Parking Lot/Structure					○	○	○						
Religious Institution	○	○	○	■	■	■	■	■	■	■		Section 2.524	
School, College or University	○	○	○	○	○	○	○	○				Only permitted along A or B street	
School, Primary or Secondary	○	○	○	○	■	■	■						
School, Vocational				■	■	■	■		■	■	■		
Utility (minor)	■	■	■	■	■	■	■	■	■	■	■		
Utility (major)	○	○	○	○	○	○	○	○	○	■	■	■	
Recreation Uses													
Golf Course	○	○	○										
Private Recreation													
Small Indoor					■	■	■		■	■	○		
Large Indoor					○	○	○	○	■	■	○		

Table 2. Uses Permitted by District

Key:	■ Principal Permitted Use	○ Special Exception Use	[blank] Use Not Permitted									
* Special Exception Permit Uses Outside the Medical Marihuana Overlay Districts												
● Principal Permitted Uses in the Medical Marihuana Overlay Districts												
USE	Residential Districts (A)			Mixed Use Districts				Industrial Districts			DEVELOPMENT STANDARD	
	R-1 (B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2		IP-1
Small Outdoor	○	○	○	○					■	■	○	Section 2.525
Large Outdoor					○	○	■	○	■	■	○	Section 2.526
Park or Recreation Facility	■	■	■	■	■	■	■	■	■	■	■	
Animal and Agriculture Uses												
Agriculture, Urban	■	■	■	■	■	■	■	■	■	■	■	Section 2.527
Bee Keeping	■	■	■									Section 2.528
Community Gardens	■	■	■									Section 2.529
Greenhouse or Nursery					○		■		■	■	■	Section 2.530
Kennels									■	■	■	Section 2.531
Veterinary Hospital or Clinic					■		■		■	■		Section 2.533
Accessory, Temporary, and Other Uses												
Accessory Building or Structure	■	■	■	■	■	■	■	■	■	■	■	Section 2.205.C
Boarders or Roomers (up to 2 per d.u.)	■	■	■	■								Section 2.534
Drive-Through Facility (accessory to any principal use)					○	○	○	■				Section 2.535
Helipad						○	○		○	○	○	
Home Occupation	■	■	■	■	■	■	■					Section 2.536
Mobile Food Vehicle Vendor	○	○	○	■	■	■	■	■	■	■	■	Section 2.544
Outdoor Retail Sales (accessory to a permitted use)					○	○	■	■	■	■	■	Section 2.537

Table 2. Uses Permitted by District

Key: ■ Principal Permitted Use ○ Special Exception Use [blank] Use Not Permitted * Special Exception Permit Uses Outside the Medical Marihuana Overlay Districts ● Principal Permitted Uses in the Medical Marihuana Overlay Districts													
USE	Residential Districts ^(A)			Mixed Use Districts				Industrial Districts			DEVELOPMENT STANDARD		
	R-1 ^(B)	R-2	R-3	C-O	C-1	C-2	C-3	C-4	M-1	M-2	IP-1		
Outdoor Retail Sales (temporary or seasonal)				■	■	■	■	■	■	■	■		Section 2.538
Outdoor Sidewalk or Patio Dining (accessory to a permitted use)				○	○	■	■	■					Section 2.539
Outdoor Storage (accessory to a permitted use)				○	○	○	■	■	■	■	■		Section 2.540
Sustainable Energy Generation													
Small Wind Energy System	■	■	■	■	■	■	■	■	■	■	■		Section 2.541
Utility Wind Energy System										○			Section 2.541
Solar Energy System	■	■	■	■	■	■	■	■	■	■	■		Section 2.541
Temporary and Special Events	■	■	■	■	■	■	■	■	■	■	■		Section 2.542
Temporary Construction Facilities	■	■	■	■	■	■	■	■	■	■	■		
Wireless Telecommunication Facilities	○	○	○	○	○	○	○	○	■	■	■		Section 2.543

(Ord. No. 2316, § 1, 3-17-14; Ord. No. 2361, 3-12-19; Ord. No. 2363, 4-9-19; Ord. No. 2415, 6-20-23)

AMEND ARTICLE 2, CHAPTER 5, SECTION 2.542

2.542 Temporary Uses and Special Events:

- A. **Purpose.** This section is intended to ensure that the health and safety of residents is preserved during Temporary Uses by ensuring proper review of site plans and safety precautions, taking special care to consider the scale and scope of the temporary use. Temporary Uses Special and temporary events may be permitted in any zoning

district; provided, that the ~~special event~~ temporary use does not harm or interfere with the use of neighboring premises or harm the health, safety, and welfare of any person.

B. *Definitions*

1 *Temporary Use.* Any use of property that is not continuous. The City of Pontiac recognizes two (2) different types of temporary uses, minor temporary uses and major temporary uses. These shall be defined in further detail below.

a. *Minor Temporary Use.* Any use that is established for a fixed period of time, that is generally not appropriate for the zoning district on a long-term or continuous basis, which is open to the public and expects to generate a crowd of less than 200 individuals. For example, farmstands and sidewalk sales. Minor Temporary Uses are subject to the requirements of subsection E below.

b. *Major Temporary Use.* Any use that is established for a fixed period of time that is generally not appropriate for the zoning district on a long-term or continuous basis which is open to the public and expects to generate a crowd of more than 200 individuals or if the Planning Division, in its sole discretion, determines that the event is likely to require additional safety precautions including coordination with police and fire services. A temporary use will be considered a major temporary use if any of the following are present at the event:

- i. 200 or more individuals expected to attend.
- ii. Three (3) or more mobile food vendors or commercial vendors.
- iii. Consumption of alcohol on the premises.
- iv. Temporary stages for concerts and/or performances.
- v. Multiple entertainment areas.
- vi. One large entertainment area.
- vii. Fireworks.
- viii. Parades

Major Temporary Uses are subject to the requirements of subsection F below.

2 ***Garage and Estate Sales on Residentially Zoned Properties.*** *A temporary use on a residentially zoned property in which the owner or occupant of property is selling items of used tangible personal property such as clothing, household effects, tools, furniture, toys, recreation equipment, or other used or second hand items typically found in a home. Garage and Estate Sales on Residentially Zoned Properties are subject to the requirements of subsection G below.*

3 ***Annual Mobile Food Vendor Location.*** *A temporary use that requires an temporary use zoning permit to allow a licensed trailer, motorized vehicle, or any other similar mobile conveyance from which food and/or drink (prepared on-site or prepackaged) is sold or served to the general public to operate on a particular parcel. This permit allows any licensed mobile food vendor to operate on a parcel of property. Annual Mobile Food Vendor Location Permits are subject to the requirements of Section 2.544.*

C. *It is unlawful for any Person to hold or conduct a Temporary Use in the City of Pontiac unless the City administration has first issued a Temporary Use Permit in compliance with this Ordinance.*

D. ***Duration.*** ~~Special or temporary events~~ *For commercially zoned properties, temporary uses may be scheduled for a single period not exceeding 30 days during a calendar year, or for up to four (4) nonconsecutive 10-day periods during a calendar year. For residentially zoned properties, temporary uses may not exceed three (3) total consecutive days no more than twice in one (1) calendar year. For the purpose of this section, the term "nonconsecutive" is defined as the end of one period and the beginning of another period being separated by more than six (6) calendar days. Annual Mobile Food Vendor Location Permitholders are subject to the duration requirements set forth in Section 2.544.*

E. *Minor Temporary Use.*

- 1 **Application.** *Any individual seeking to establish a minor temporary use* ~~Any special-event shall obtain an application from the Building-Department Planning Division. Applications must be submitted a minimum of 60 days prior to the date of the-event temporary use or event.~~ The application shall include the following information:

- a. *The name, residence, business address and phone number of the Owner of the property where the Temporary Use will be held, together with the name, residence, business address and phone number of the Operator of the Temporary Use;*
- b. *The name, residence, business address and phone number of each Person sponsoring the Temporary Use. If an organization is sponsoring the Temporary Use, the application shall contain the name, residence, business addresses of the President/Chairman or individual who is responsible for the Temporary Use; ~~Sponsor's name; representative's contact number;~~*
- c. *Name of use or event;*
- d. *Proposed location of the use or event; ~~Dates, times, and location of the use or event;~~*
- e. *Date(s) of the temporary use, including starting and ending times and any additional time required for set up and clean up;*
- f. *Copies of approval letters from the Oakland County Health Department, Building Department, Sheriff's Department, Emergency Medical Services, and the Waterford Regional Fire Department;*
- g. *Certification that the applicant will indemnify the City for and hold the City harmless from and indemnify the City against any and all claims, lawsuits, or other liability arising from or as a result of the temporary use, including all costs and attorney fees. Furthermore, acknowledgment that the applicant will agree to reimburse the City*

for any costs for services provided by the City or its designated agents to mitigate any health, safety, or welfare issues caused by the temporary use, including emergency services, traffic, and/or crowd control, removal of structures, litter, and equipment and any associated attorney fees and court costs resulting from this mitigation;

- h. Such other information the Planning Division deems reasonably necessary in order to carry out his or her duties under this Ordinance.*
- i. A non-refundable fee in accordance with the City's Fee Schedule.*
- j. Size, number, and location of all signs;*
- k. If a City business license is required;*
- l. The expected number of participants.*

- 2 **Sketch Drawing.** The application shall ~~also include a sketch drawing of the premises on which the special or temporary event will be held. The sketch drawing must show the entrance and exit to the use or event, parking areas, signs and other pertinent details as requested during the review process. by the appropriate department.~~ If the *temporary use special event* is to be held at more than one (1) location, such as a tour of buildings, the application shall include a map of the relevant details at each of the participating buildings or sites. ~~Any "temporary/special event," that in the opinion of the Planning Administrator, is not exempt from Planning Commission approval. The Planning Division may determine, in their sole discretion, whether approval by the Planning Commission is necessary.~~

- a. Sketch drawings should include the following:
 - i. Tents.
 - ii. Signs.
 - iii. Booths.
 - iv. Canopies.
 - v. Tables.
 - vi. Portable toilets.

- vii. Rides.
 - viii. Temporary structures or displays of any kind (picture required if deemed necessary by staff).
 - ix. Parking arrangements.
 - x. Street closures/location of barricades.
 - xi. Nearby streets.
- 3 ***Cash Deposit.*** *The Planning Division will require a cash deposit for cleanup, sign removal, etc. in the amount of \$500.00 for each minor temporary use. Cash deposits are required to be paid 48 hours prior to the date of the event and shall be returned back to the bond holder within two (2) weeks once authorization is given by the appropriate authority.*
 - 4 ***Expenses Incurred by Sheriff's Department.*** *The Applicant shall be responsible for reimbursing the Sheriff's Department for any and all fees and expenses incurred by the Sheriff's Department due to the temporary use.*
 - 5 ***Waiver of Fees and Deposits for Minor Temporary Uses Occurring on Residentially Zoned Properties.*** *Garage, Yard, and Estate Sales on single family, residentially zoned properties are required to obtain a minor temporary use permit. Any and all fees and deposits for garage, yard, and estate sales occurring on single family, residentially zoned properties shall be waived.*

F. Major Temporary Use.

- 1 ***Application.*** *Any individual seeking to establish a major temporary use shall obtain an application from the Planning Division. Applications for all Major Temporary Uses must be submitted a minimum of 60 days prior to the date of the temporary use. The application shall include the following information:*
 - a. *The name, residence, business address and phone number of the Owner of the property where the Temporary Use will be held together with the name, residence, business address and phone number of the Operator of the Temporary Use;*
 - b. *The name, residence, business address and phone number of each Person sponsoring the Temporary Use. If an organization is sponsoring the Temporary Use, the application shall contain the*

name, residence, business addresses of the President/Chairman or individual who is responsible for the Temporary Use;

- c. Name of use or event;*
- d. Proposed location of the use or event;*
- e. Date(s) of the Temporary Use, including starting and ending times and any additional time required for set up and clean up;*
- f. Size, number, and location of all signs;*
- g. Copies of any and all necessary licenses through the City, County, and/or State, including, but not limited to, Mobile Food Vendor License and Business Licenses;*
- h. The expected number of participants.*
- i. Copies of approval letters from the Oakland County Health Department, Building Department, Sheriff Department, Emergency Medical Services and Pontiac Fire Department.*
- j. Copies of insurance policies naming the City as additional insured for one million dollars. The insurance policy shall indicate that it is coverage for the event. Nothing in this Ordinance shall be construed to affect in any way the City's governmental immunity as provided by law.*
- k. Certification that the applicant will indemnify the City for and hold it harmless from and defend it against any and all claims, lawsuits or other liability arising from or as a result of the Temporary Use, including all costs and attorney fees. Furthermore, the applicant will agree to reimburse the City for any costs for services provided by the City or its designated agents to mitigate any health, safety and welfare issues caused by the Temporary Use, including emergency services, traffic and/or crowd control, removal of structures, litter and equipment and any associated attorney fees and court costs resulting from this mitigation.*
- l. Such other information the Planning Division deems reasonably necessary in order to carry out his/her duties under this Ordinance.*

- 2 **Sketch Drawing.** The application shall also include a sketch drawing of the premises on which the *temporary use* ~~special or temporary event~~ will be held. The sketch drawing must show the entrance and exit to the use or event, parking areas, signs and other pertinent details as requested by the appropriate department. If the temporary use is to be held at more than one location, such as a tour of buildings, the application shall include a map of the relevant details at each of the participating buildings or sites. ~~The Planning Division may determine, in their sole discretion, whether approval of the Planning Commission is necessary.~~ *The Planning Division may determine, in their sole discretion, whether approval by the Planning Commission is necessary.*
- a. Sketch drawings should include the following:
- i. Tents.
 - ii. Signs.
 - iii. Booths.
 - iv. Canopies.
 - v. Tables.
 - vi. Portable toilets.
 - vii. Rides.
 - viii. Temporary structures or displays of any kind (picture required if deemed necessary by staff).
 - ix. Parking arrangements.
 - x. Street closures/location of barricades.
 - xi. *Nearby streets*
- 3 **Review by Other Agencies.** *In addition to approval of the Planning Division, all major temporary use permits must be approved by the Fire Department, Police, and the Planning and Building Divisions as well as any other relevant departments as determined by the Planning Division in their sole discretion.*
- 4 **Expense Reimbursement.** *Applicant shall reimburse the City for the costs of City employees and for all other expenses incurred by the City in preparing for and administering the Temporary Use, including all costs related to any police presence and/or traffic control devices needed to ensure the physical security*

of the proposed site and/or the surrounding area, as well as any cost of clean-up. Applicants shall be responsible for all costs related to any physical apparatus or barricades needed to ensure the physical security of the proposed site and the Temporary Use.

G. *Garage and Estate Sales on Residentially Zoned Properties.*

- 1 ***Application.*** *Any individual seeking to establish a Garage or Estate Sale on Residentially Zoned Property shall obtain an application from the Planning Division. The application shall include the following information:*
 - a. *The name, address, and phone number of the Owner of the property where the Temporary Use will be held; and*
 - b. *Date(s) of the temporary use, including starting and ending times.*
- 2 *The permit fee shall be waived for Garage and Estate Sales on Residentially Zoned Properties.*
- 3 ***Signs.*** *Garage and Estate Sale signs may be placed on private property with permission of the property owner. Such signs may not be placed in the public right-of-way. Any signs placed in the public right-of-way may be removed and discarded by the City.*

H. *Requirements for All Temporary Uses.*

- 1 ~~**Signs.** Temporary signs associated with the special or temporary event shall comply with the requirements of Article 1. If multiple sites are listed, one temporary sign may be placed at each site. Signs connected with a special or temporary event may be displayed for up to 30 days prior to the event and shall be removed not more than three days after the event.~~
- 2 ~~**Vendors/Peddlers.** Applications must be submitted 48 hours prior to the event. All vendors are required to have a background check and be compliant with Chapter 26, Article XXIII of the Pontiac Municipal Code.~~
- 3 *All tents, buildings or structures erected or used for a Temporary Use shall:*
 - a. *not have a negative impact on surrounding properties related to visibility, accessibility, traffic flow, parking and other site related issues,*

- b. *be installed, constructed, used, occupied, and maintained in compliance with the provisions of any applicable federal, state or local rules or regulations, including, but not limited to, the Building Code and*
 - c. *be immediately removed at the conclusion of the Temporary Use.*
- 4 *Applicants shall comply with all conditions specified in the Temporary Use Permit and shall, for any Temporary Use as applicable, provide the following:*
- a. ***Environmental Health.*** *An adequate and safe supply of potable water, restroom facilities, food and beverage storage, handling and servicing and sanitary method for disposing of solid waste that meets federal, state and local requirements, including the Oakland County Department of Public Health.*
 - b. ***Lighting.*** *If the Temporary Use is to occur after daylight hours, sufficient lighting shall be provided; however, such lighting shall not shine or reflect beyond the boundaries of the Temporary Use area.*
 - c. *If the Temporary Use is to occur after daylight hours, sufficient lighting may be required in the parking area as well at the sole discretion of the City.*
 - d. ***Parking.*** *A parking area sufficient to provide parking space for the maximum number of people allowed at any single time to attend the Temporary Use shall be provided.*
 - e. ***Traffic.*** *Traffic control measures shall be provided to ensure safe and efficient vehicular and pedestrian circulation including on-site movements and the flow of vehicular and pedestrian traffic onto public or private right-of-way. Ingress/egress shall be approved/permitted by the Oakland County Road Commission.*
 - f. ***Emergency Services.*** *Adequate security measures and fire systems shall be provided at the direction of the Oakland County Sheriff and/or the Fire Department including adequate facilities for communication with emergency service providers.*

- g. *Buildings occupied by the public for assembly purposes shall meet the requirement of the State of Michigan Construction Code.*
 - h. ***Signage.*** *If signage for the Temporary Use is used, it shall comply with signage requirements of the City of Pontiac Zoning Ordinance.*
 - i. ***Environment.*** *All activities shall conform to the soil erosion and sedimentation requirements of the Oakland County Drain Commission and the Michigan Department of Environmental Quality requirements for wetlands, stream crossings and water quality protection.*
- 5 ***Expedited Approval.*** *In the event that an owner or operator seeks to operate the same event, the owner or operator may apply for an expedited approval of the Temporary Use Permit after having conducted two (2) previous iterations of the same event events if:*
- a. *All previous events that occurred conducted by the owner or operator without any incidents and did not create problems,*
 - b. *There were no violations of a previously issued permit and,*
 - c. *Upon a finding by the City Administration that the application otherwise meets the requirements of this Ordinance.*
- 6 ***Permits.*** *Permits (building, sign, electrical, hydrant, right-of-way, etc.) and fees must be obtained/submitted at least two weeks prior to the event.*
- 7 ***Notification.*** *Applicant must notify all potentially affected property owners and advise them of the date and time of the proposed event, and description of the activity. The Planning Division may waive this requirement if other notification methods are deemed appropriate.*

1. ***Exemptions.***

- 1 *The following Temporary Uses shall be exempt from obtaining a Temporary Use Permit:*
 - a. *City sponsored Temporary Uses.*
 - b. *Funeral Processions.*
 - c. *Private gatherings such as weddings, graduation parties and similar events that are held on private property that is the residence*

of, or within the common area of a multi-family residential development of, an immediate family member; provided, however, that the event is not open to the general public and not for pecuniary gain or profit.

d. *Temporary Uses conducted within a building designed and approved for assembly use, such as churches, halls and fraternal organizations, libraries, schools and recreational facilities.*

2 **Bonds.** ~~The Community Development Director may require bonds for cleanup, water usage, etc. Bonds are required to be paid 48 hours prior to the date of the event and shall be returned back to the bond holder within two weeks once authorization is given by the appropriate authority.~~

3 **Insurance Required.** ~~Liability insurance is required to be submitted to the Director of Community Development. Insurance must be submitted at least two weeks prior to the date of the event.~~

4 **Permits.** ~~Permits (building, sign, electrical, hydrant, right of way, etc.) and fees must be obtained/submitted at least two weeks prior to the event.~~

5 **Notification.** ~~Applicant must notify all potentially affected property owners and advise them of the date and time of the proposed event, and description of the activity. The Community Development Director may waive this requirement if other notification methods are deemed appropriate.~~

J. **Review.** ~~The temporary use special event permit application shall be submitted to the Community Development Director Planning Division, who shall distribute the application to any Community Development Director all appropriate departments affected by the special event temporary use for review and comment. These departments may include the Building Department, Oakland County Sheriff's Office, Police Department, Waterford Regional Fire Department, City Clerk, Public Works Director Department, or any other City appropriate department. In reviewing the application, the departments shall consider traffic circulation, parking, sign placement, and surrounding uses. A permit shall be issued by the Planning Division upon verification of the following circumstances:~~

- 1 *The applicant has not knowingly and with intent to deceive, made any false, misleading or fraudulent statements of material fact in the application for a permit or any other document required pursuant to this article.*
- 2 *The applicant has met the standards in this article and agrees to such conditions as are imposed in the permit.*
- 3 *The time, duration, and size of the Temporary Use will not substantially disrupt the safe movement of traffic.*
- 4 *Any required or necessary street closure is of a size or nature such that it will not prevent normal police protection of the city.*
- 5 *The concentration of persons will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to that area where the Temporary Use is being held.*

K. **Permit Availability.** *The event organizer and/or his or her designee shall provide the approved permit upon request from any City, County, or State Official.*

L. **Decision.** ~~The Community Development Director shall approve, approve with conditions, or deny the application within 60 days of the receipt of the application. On approval, the Director of Community Development will issue a certificate of approval to the sponsor of the event.~~

M. **Effect of Denial.** *The sponsor of any application that is denied by the Community Development Director Planning Division may appeal the decision to the Zoning Board of Appeals under the provisions of Article 6, Chapter 4.*

N. **Timing of filing.** *The application for a permit shall be filed not less than sixty (60) days prior to the scheduled date of the Temporary Use. Failure to file on time will result in the denial of a permit. Certificates of insurance required under the terms of this Ordinance must be filed with the City no later than thirty (30) days prior to the event. Failure to file an insurance certificate in a timely manner shall result in immediate revocation of the permit and cancellation of the event.*

O. **Conditions in permit.** *Any permit granted under this article may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic and the public health, safety, tranquility, morals or welfare,*

including, but not limited to, changes in time, duration, number or participants or noise levels.

- P. **Permit as a mere license.** No permit granted under this article allows the permit holder to exercise authority granted the City under either the Home Rule City Act, MCL section 117.1 et seq., or this Ordinance. The granting of a Temporary Use permit under this article is a mere license. Any attempts by a permit holder to assert the City's exclusive authority in any matter related to the event may result in the revocation of the permit pursuant to this Ordinance.
- Q. **Notice of issuance or denial.** Written notice of the issuance or denial of the permit shall be provided to the applicant within 30 days of receipt of an application. If a permit is denied, such written notice shall state the reason for denial.
- R. **Waiver of time limitations.** For good cause shown, the Planning Division may waive the time limitation for filing an application.
- S. **Revocation of permit.** Any permit for a Temporary Use issued pursuant to this article may be revoked by the Planning Division at any time when by reason of emergency disaster, calamity, disorder, riot, extreme traffic conditions, violation of this article or any permit conditions, or undue burden on public services, it is determined that the health, safety, tranquility, morals or welfare of the public where the safety of any property requires such revocation. Notice or revocation of the permit shall be delivered in writing to at least one person named upon the permit by personal service or by certified mail, or if the closure has commenced, orally, or in writing, by personal contact or service, or by telephone. Continuance after such notice has been delivered is unlawful.
- T. **Severability.** The provisions, sections, sentences and phrases of this Ordinance are declared to be severable and if any such portion is declared unconstitutional or invalid for any reason by a court of competent jurisdiction such finding shall in no way affect or invalidate the remainder of this Ordinance.
- U. **Effective Date.** The Ordinance shall take effect following publication as permitted by law.
- V. **Repeal.** All ordinance or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this section full force and effect.

AMEND ARTICLE 2, CHAPTER 5, SECTION 2.544;

2.544 Mobile Food Vehicle Vendors.

A. **Purpose.** The provisions of this section are intended to prevent predatory practices on brick-and-mortar restaurants and retail businesses while allowing for new food vending and retail vending opportunities that can add vitality to vacant commercial lots, underutilized sites, and residential lots with specific conditions. These provisions shall apply to *properties on which* businesses engaged in cooking, preparation and distribution of food or beverages ~~on properties located outside of the public right-of-way operate~~. This section does not apply to mobile vendors that move from place to place and are stationary for less than 15 minutes at a time, which are subject to regulations of Chapter 26 of the Pontiac Municipal Code. ~~Mobile food vehicle vendor sales, including those conducted in stands, trailers, wagons, or vehicles shall be permitted subject to the following requirements:~~

B. **General Regulations.**

- 1 *All mobile food vendors must apply and receive approval for an annual license from the City of Pontiac pursuant to Code Section 26-XIX Mobile Food Vendors and must receive annual inspection from the Waterford Regional Fire Department.*
- 2 *All Operating Mobile Food Vendors shall be prohibited from parking in on-street parking spaces.*
- 3 *All mobile food vendors and parts thereof located on or near a fueling station must be a minimum of 35' from all fueling pumps.*
- 4 *All mobile food vendors must secure an Annual Mobile Food Vendor Temporary Use Permit in accordance with Section 2.542(B) above with the exception that licensed mobile food vendors that are part of an approved community event or Temporary Use may not be subject the regulations below as part of the approved event. The event organizer is responsible for obtaining proper Community Event and/or Temporary Use permits and licensure with location and list of mobile food vendors for the properties requested for the event.*

- 5 *Each mobile food vehicle shall be allowed one (1) freestanding temporary sign or flag which may be displayed only while the vendor is operating. Scrolling or flashing signs are prohibited. Internally lit signs are prohibited. Signs may be lit externally.*
- 6 *No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.*

C. Permitted Zoning Districts and Regulations.

1 R-1, R-1a, R-1b, and R-2 Zoning Districts

- a. *Mobile food vendors are prohibited from operating on public street in front of a residential zoned district and on private properties except where outlined in this ordinance.*
- b. *A mobile food vendor may operate in a public park, school, or community center between the hours of 8am and 8pm provided that the applicant has approval from the property owner. If the mobile food vendor is a standalone mobile food truck, the use can operate as part of an annual Mobile Food Vendor Location Permit.*
- c. *A private residence where catering is being offered, the event is not open to the general public, and patrons are not paying individually for food or items are exempt from this ordinance.*
- d. *No more than one (1) mobile food vendor can be located on a parcel of property at any given time as part of a Mobile Food Vendor Location Permit. This provision does not apply to Mobile Food Vendors operating in the course of a separately approved Minor or Major Temporary Use Permit.*

2 R-3 and R-4 Zoning Districts.

- a. *Hours of Operation. Mobile food vendors cannot operate for more than six (6) hours in a given day. Mobile food vendors may operate between the hours of 8am and 8pm.*

- b. *No more than one (1) mobile food vendor can be located on a parcel of property at any given time as part of a Mobile Food Vendor Location Permit. This provision does not apply to Mobile Food Vendors operating in the course of a separately approved Minor or Major Temporary Use Permit.*

3 ~~C-0~~ C-1, C-3, C-4, T-C, C-C, and MUD Zoning Districts

- a. *Hours of Operation. Mobile food vendors cannot operate for more than ten (10) hours in a given day. Hours of operation can only be between the hours of 8am - 9pm except on Thursdays, Fridays, Saturdays, and all Holidays recognized by the City of Pontiac on which the hours of operation may be between 8am and 11pm.*
- b. *No more than one (1) mobile food vendor can be located on a parcel of property at any given time as part of a Mobile Food Vendor Location Permit. This provision does not apply to Mobile Food Vendors operating in the course of a separately approved Minor or*
- c. *~~Major Temporary Use Permit~~ which plan and adequately account for parking of existing business and for customers of the mobile food vendor.*
- d. *Mobile food vendors are not permitted within 150 feet¹ of the property of a restaurant unless the restaurant(s) provides written, notarized authorization for the mobile food vendor to operate.*
- e. *Mobile food vendors are prohibited on sites that are vacant and do not have an active business with a current certificate of occupancy.*

4 C-2, Downtown

- a. *Hours of operation are permitted between 8am and 3am.*
- b. *Applicant must provide sketch plan and adequately account for parking of existing businesses and for customers of the mobile food vendor.*

¹ Measured from parcel line to parcel line.

- c. *Mobile food vendors are not permitted within 100 feet² of a restaurant unless the restaurant(s) provides written, notarized authorization for the mobile food vendor to operate.*
- d. *Mobile Food Vendors are prohibited in public on-street parking except when part of an approved Major Temporary Use.*
- b. *No more than two (2) mobile food vendor can be located on a parcel of property at any given time as part of a Mobile Food Vendor Location Permit. This provision does not apply to Mobile Food Vendors operating in the course of a separately approved Minor or Major Temporary Use Permit.*

5 *IP-1, M-1, and M-2*

- a. *Mobile food vendors cannot operate for more than ten (10) hours in a given day.*
- b. *No more than two (2) mobile food vendor can be located on a parcel of property at any given time as part of a Mobile Food Vendor Location Permit. This provision does not apply to Mobile Food Vendors operating in the course of a separately approved Minor or Major Temporary Use Permit.*
- c. *Applicant must provide sketch plan and adequately account for parking of existing businesses and for customers of the mobile food truck.*
- d. *Mobile food vendors are not permitted within 150 feet³ of the property of a restaurant unless the restaurant(s) provides written, notarized authorization for the mobile food vendor to operate.*

D. Permit Required. *All mobile food vendors must receive a license in accordance with Section XIXa, Section 26-1030 through 26-1037 of the Pontiac Municipal Code. All property owners of the parcel on which a Mobile Food Vendor is operating must receive either an Annual Mobile Food Vendor Location Permit in accordance with subsection E below or be operating in the course of a Temporary Use which has*

² Measured from parcel line to parcel line.

³ Measured from parcel line to parcel line.

received a Temporary Use permit in accordance with the standard of Sections 2.542(E) and/or (F).

E. Annual Mobile Food Vendor Location Temporary Use Permit.

1 Application. *Any individual seeking to obtain an annual mobile food vendor zoning permit shall obtain an application from the Planning Division. The application shall include the following information:*

- a. Applicant's name, address, and telephone number.*
- b. Whether the applicant has previously received a permit for a mobile food vendor in the City.*
- c. The physical address of the real property on which the mobile food vendor will be located.*
- d. If not the owner of the real property, an affidavit from the property owner providing written permission to place the mobile food truck on the property, as well as an acknowledgment from the property owner of receipt of a copy of this section and understands the regulations and requirements set forth in this section, must be submitted. For purposes of this subsection, the affidavit and acknowledgment may be executed by an individual who is an officer, director, member or manager of an entity owning the property.*
- e. A nonrefundable fee in accordance with the City's fee schedule.*
- f. Nature of proposed mobile food vendors, including food/beverage type (nonalcoholic only);*
- g. Vehicle or structure type;*
- h. Site signage diagram;*
- i. Duration that sales will occur on the site;*
- j. Hours of operation.*

2 Sketch Drawing. *The application shall also include a sketch drawing of the premises on which the mobile food truck will be located. The sketch drawing shall include the following:*

- a. Location and dimensions of any stand, trailer, wagon or vehicle, and any other outdoor activity associated with mobile food vendors;*

- b. Site dimensions of any existing buildings on the lot including building setbacks;
- c. Existing public improvements, such as fire hydrants, bus shelters, ~~and trees and tree grates and parking meters~~;
- d. Surface type of the lot (e.g., unimproved/paved);
- e. A parking plan, including traffic circulation patterns;
- f. Site lighting plan;
- g. Location of trash receptacles;
- h. Location of on-site water, generator, and/or electric utilities that will serve concession vendor(s);
- i. Location of sanitary facilities;
- j. Business district map identifying existing restaurants located within buildings, as well as other mobile food ~~vehicle~~ vendor locations within 300 feet; and
- k. Photographs of the area.

F. **Ancillary Use.** ~~Mobile food vehicle vendors may be permitted as an ancillary use to the principal permitted use and business on the lot or site.~~

G. **Principal Use.** ~~Mobile food vehicle vendors as a principal use on a vacant lot or as part of a group of retail business buildings approved under a single approved plan shall be permitted in all mixed-use and industrial districts subject to the provisions of Chapter 26 of the Municipal Code.~~

H. **Special Exception Permit Required.** ~~In any residential zone district, mobile food vehicle vendors shall be subject to special exception permit approval standards and the provisions of Chapter 26 of the Municipal Code.~~

I. **Approvals.** ~~In addition to satisfying the requirements of *the City of Pontiac Zoning Ordinance* this section, evidence of approval from the Oakland County Health Department shall be provided for all mobile food vehicle vendors. A Pontiac business license shall also be obtained from the Building Department for all mobile food vehicle vendors and operators.~~

- J. **Outdoor Cooking.** ~~Outdoor food preparation and cooking is prohibited within 150 feet of a residential building or zone district.~~
- K. **~~Storage Not Permitted Active Use.~~** ~~stand, trailer, wagon, or vehicle that is located on a property for the purposes of mobile food vehicle vendors shall remain in continuous operation so long as the premises are occupied. If the business closes, ceases to operate, or fails to keep regular business hours then the temporary use permit may be revoked by the Planning Department and the stand, trailer, wagon or vehicle shall be immediately removed from the property. Unless granted temporary approval by the Planning Division, a mobile food truck shall not be left unattended and unsecured at any time. Any mobile food truck found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.~~
- L. **Parking Area.** The area occupied by ancillary mobile food vehicle vendors shall be no more than 20 percent of any required parking spaces or area on a site. Sufficient on-site or district parking shall be provided for each stand, trailer, wagon, or mobile food truck on a lot; this shall be in addition to any other required parking for retail business buildings located on the same parcel.
- M. **Pedestrian Space.** A minimum pedestrian clear space of five feet is required along all public walkways, unless waived in accordance with provisions of the *City of Pontiac Zoning Ordinance*.
- N. **Public ROW and Clear Vision.** Mobile food vehicle vendors shall not be located in the public right-of-way or on public property unless otherwise approved and shall be outside of clear vision areas.
- O. **Sanitary Facilities.** Tables and chairs may be provided for customer use only if arrangements are made and documentation is provided for sanitary facilities within 100 feet. Trash receptacles shall be provided. *Any and all tables and chairs must be located no less than 10 feet from any operating mobile food vendors.*
- P. **~~Hours of Operation.~~** ~~Operating hours shall be 10:00 a.m. until 10:00 p.m. Sunday through Thursday and 10:00 a.m. until 11:00 p.m. on Friday and Saturday, unless otherwise approved by the Planning Commission.~~

- Q. **Co-Location.** ~~Where mobile food vehicle vendors have been approved on a lot as a principal use, consideration shall be given to locating additional mobile food vehicle vendors on the same lot.~~
- R. **Sound.** No outdoor amplified music, sound, or noise shall be permitted for mobile food ~~vehicle~~ vendors. *Any electrical or outdoor generators that provide power must be approved by the Building Division shall be identified;* such generators may be prohibited if it is anticipated that such an operation will create a nuisance to neighbors due to noise, exhaust or vibration.
- S. **Revocation of Permit, Removal of Mobile Food Vendor, and Liability.**
1. *The Planning Division shall have the right to revoke any permit issued hereunder for a violation of this section. Any of the grounds upon which the Planning Division may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the permittee to comply with the provisions of this section or other provisions of this code or other law shall also constitute grounds for revocation of the permit. The Planning Division shall provide a written notification to the permittee and property owner stating the specific grounds for a revocation and a demand for correction and abatement. Should the permittee receive two (2) or more written notifications within a calendar year, the permit shall be revoked by the Planning Division and, thereafter, the permittee shall not be eligible for a permit on the property for the subsequent calendar year.*
 2. *Similarly, any two (2) notices of violation from the building department, planning and zoning department, Sheriff's Department, or Waterford Regional Fire Department within a twelve (12) month period shall constitute grounds for the revocation of a permit. Notice shall be deemed given upon mailing of the same to the designated Applicant.*
 3. *Upon revocation, the mobile food truck shall be removed from the real property within ten days.*
- T. **Penalty and Remedies.**

- 1 *In addition to revocation of permit pursuant to subsection (M) of this section, any person violating the provisions of this section is guilty of a civil infraction.*
- 2 *In addition to the penalty provided in subsection (M)(1) of this section, condition caused or permitted to exist in violation of the provisions of this section, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.*
- 3 *Nothing in this section shall prevent the City from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this subsection for violation of this section.*
- 4 *The real property owner and permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.*

*S. **Repeal.** All ordinance or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this section full force and effect.*

~~O. **Required Site Information.** A site plan shall be submitted that includes:~~

- ~~1. Location and dimensions of any stand, trailer, wagon or vehicle, and any other outdoor activity associated with mobile food vehicle vendors;~~
- ~~2. Site dimensions of any existing buildings on the lot including building setbacks;~~
- ~~3. Existing public improvements, such as fire hydrants, bus shelters, trees and tree grates and parking meters;~~
- ~~4. Surface type of the lot (e.g., unimproved/paved);~~
- ~~5. A parking plan, including traffic circulation patterns;~~
- ~~6. Site lighting plan;~~
- ~~7. Location of trash receptacles;~~
- ~~8. Location of on-site water, generator, and/or electric utilities that will serve concession vendor(s);~~
- ~~9. Location of sanitary facilities;~~

10. ~~Business district map identifying existing restaurants located within buildings, as well as other mobile food vehicle vendor locations within 300 feet; and~~

11. ~~Photographs of the area.~~

P. ~~**Required Mobile Food Vehicle Vendor Facilities Information.**~~ A narrative with elevation drawings shall be submitted that describe and show:

1. ~~Nature of proposed mobile food vehicle vendors, including food/beverage type (nonalcoholic only);~~

2. ~~Vehicle or structure type;~~

3. ~~Site signage;~~

4. ~~Duration that sales will occur on the site;~~

5. ~~Hours of operation.~~

Q. ~~**Temporary Use Permit Required.**~~ A temporary use permit shall be obtained by each mobile food vehicle vendor business on a property. The vendor shall adhere to all regulations and requirements of this section and any conditions imposed by the Planning Department. The Planning Director shall apply the review standards of this section to ensure that the proposed mobile food vehicle vendors will not be in conflict with these standards in the issuance of a temporary use permit.

R. ~~**Review Standards.**~~ The following considerations shall be used by the Planning Department and the Planning Director in the deliberation and approval of a mobile food vehicle vendor's request for the site and/or vendor business:

1. ~~Will the use contribute to the vitality and experience of the business district?~~

2. ~~Will the use support or detract from existing brick and mortar establishments?~~

3. ~~Is there an appropriate separation distance between temporary and permanent uses so as to not impair the long-term viability of nearby businesses?~~

4. ~~Will the use add variety to the types of food or beverage offerings in the district or compete with area businesses in close proximity?~~

5. ~~Will the proposed stand, trailer, wagon or vehicle contribute to the general aesthetic of the business district and include high quality materials and finishes?~~

S. ~~**Location.** Mobile food vehicle vendors shall be located on an A or B street only.~~

T. ~~Temporary structures shall meet the setback requirements applicable to the principal building in the zoning district and shall not be located within 150 feet of any residentially zoned property.~~

U. ~~Signs are limited to those placed directly on the mobile food vehicle. No separate freestanding signs are permitted. All signs shall have a professional appearance.~~

(Ord. No. 2318, § 1, 3-17-14)

ADD ARTICLE 2, CHAPTER 5, SECTION 2.551 - MOBILE FOOD PARKLET

A. **Purpose.** *The provision is intended to allow the owner of a property to designate the primary use of the property as a mobile food parklet. The City intends to create new opportunities for dining while ensuring the health and safety of residents.*

B. **Definitions.**

1 *Mobile Food Parklet. A mobile food parklet is a built environment that establishes a permanent facility for one or multiple mobile food vendors, even if a mobile food truck, which is temporary in nature, may be stationed to sell food to patrons for a temporary period of time.*

C. **Regulations.**

1 *All Mobile Food Parklets must contain the following:*

- a. *Curbing between the mobile food vendors and vehicles to maintain health, safety, and sanitation for pedestrians and customers.*
- b. *Parking. All sites must have a minimum of four (4) parking spaces plus two (2) spaces per mobile food vendor located on the site at any*

given time. All Parking must meet the parking standards set forth in Article 4 Chapter 3 of the City of Pontiac Zoning Ordinance.

- c. Outdoor Seating Areas. Outdoor seating areas shall be set back a minimum of 40 feet from any property line that abuts a residential zoning district. Outdoor seating areas facing residential districts shall be screened by a minimum 8-foot-high solid obscuring wall.*
- d. Lighting. On-site exterior lighting shall satisfy the provisions of Chapter 5 of the City of Pontiac Zoning Ordinance.*
- e. Restrooms. Permanent restroom facilities shall be provided within the boundaries of the mobile food parklet in accordance with the Michigan Plumbing Code.*
- f. Electrical. Electricity access shall be provided for each individual mobile food vendor pad on site. Portable generators are prohibited.*
- g. Water. Water hookup/access shall be provided for each individual mobile food truck pad on site.*

2 The property that a mobile food truck parklet must be located 150 feet⁴ from a property where a brick-and-mortar restaurant is located.

3 Mobile Food Parklets may operate between the hours of 7am and 9pm with the exception of Parklets located in the C-2 zoning district. Mobile Food Parklets located in the C-2 zoning district may operate between the hours of 7am and 3am.

4 External speakers or live entertainment are permitted between the hours of 9am and 10pm and shall not exceed 65 decibels at non-residential property lines and 25 decibels at residential property lines.

D. License Necessary. All mobile food vendors must apply for and receive an annual City of Pontiac Mobile Food Truck license in accordance with Section 26-XIXa and receive inspection approvals from the fire and health departments.

E. Application. Staff can approve a Mobile Food Parklet as an Administrative Approval with a sketch plan in accordance with Table 17 as well as the requirements in subsection U below.

⁴ Measured from parcel line to parcel line.

F. Sketch Plan Requirements. All sketch plans must include the following:

- 1 The location and orientation of each mobile food vendor pad and each permanent structure.*
- 2 The location of any paving, turf or lawn areas, and any pedestrian areas for use by tenants or the public.*
- 3 The location of all fire lanes.*
- 4 The location of fire hydrants.*
- 5 Lighting Plan.*
- 6 The location and type of water supply and electrical outlet(s) provided for each mobile food truck pad.*
- 7 Signage plan.*
- 8 Waste Receptacles and dumpsters. All waste receptacles and dumpsters must comply with the requirements of the City of Pontiac Zoning Ordinance.*

G. Permitted Zoning Districts.

- 1 The mobile food parklet may be located in the Mobile Food Parklet Overlay District.*

AMEND ARTICLE 7, CHAPTER 2, SECTION 7.207.

Mobile Food Truck. A licensed trailer, motorized vehicle, or any other similar mobile conveyance from which food and/or drink (prepared on-site or prepackaged) is sold or served to the general public from a stationary location. This definition excludes the following: (1) permanent structures which are installed on a permanent foundation; and (2) vehicles which distribute food and drink as they are driving throughout the community (i.e., mobile ice cream trucks).

Mobile Food Vendor. An operator of a mobile food truck who has obtained, or intends to obtain, a license or permit from the City to operate a mobile food truck.

Mobile Food Parklet. A mobile food parklet is a built environment that establishes a permanent facility for one or multiple mobile food vendors, even if a mobile food truck, which is temporary in nature, may be stationed to sell food to patrons for a temporary period of time. The site must have permanent features such as a curb between the mobile food vendors and vehicles for

pedestrians and customer nature. The site must have benches for patrons wishing to consume food on premises as well as permanent electricity as well as lighting and landscaping requirements to meet the zoning code requirements.

Operating Mobile Food Vendor. A mobile food vendor that is actively cooking and selling food.

Temporary Use. Any use of property that is not continuous. The City of Pontiac recognizes two (2) different temporary uses, minor temporary uses and major temporary uses. Private Events. Any temporary use which is not open to the public.

Temporary Use, Major. Any use that established for a fixed period of that is generally not appropriate for the zoning district on a long-term or continuous basis which is open to the public and expects to generate a crowd of more than 200 individuals or if the administration, in its sole discretion, determines that the event is likely to require additional safety precautions including coordination with police and fire services. A temporary use will be considered a major temporary use if any of the following are present at the event:

- i. Three (3) or more mobile food vendors or commercial vendors.*
- ii. Consumption of alcohol on the premises.*
- iii. Temporary stages for concerts and/or performances.*
- iv. Multiple entertainment areas.*
- v. One large entertainment area.*
- vi. Fireworks.*

Temporary Use, Minor. Any use that established for a fixed period of that is generally not appropriate for the zoning district on a long-term or continuous basis which is open to the public and expects to generate a crowd of less than 200 individuals. For example, farmstands and sidewalk sales.

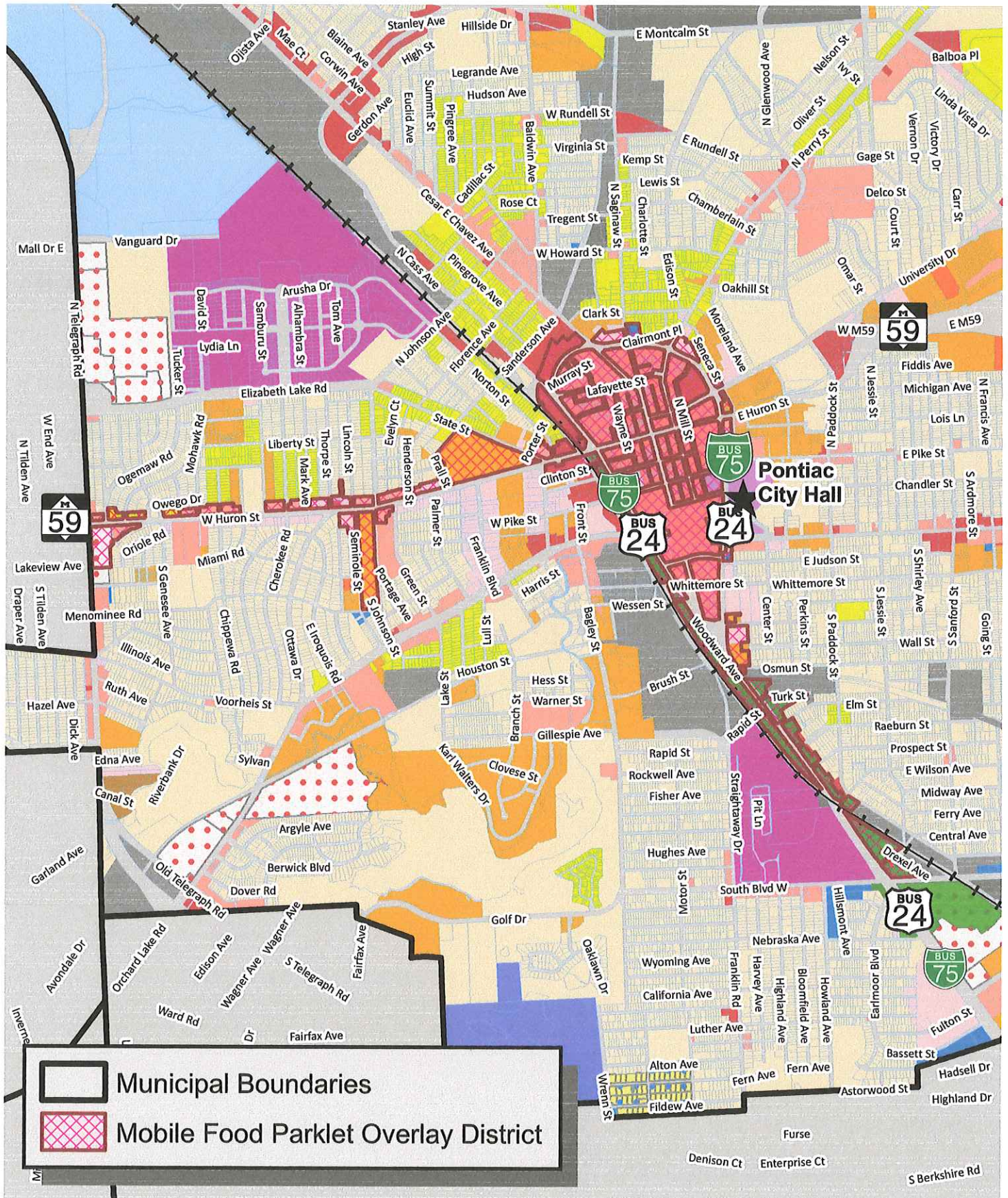
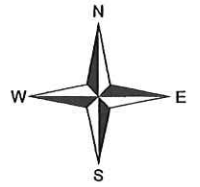
Proposed Motion

Mobile Food Vendor and Temporary Use Ordinance

Under Consideration by Pontiac City Council, March 19, 2023

I move to amend the Mobile Food Zoning Ordinance, Section 2.554(C)(3)(a), to allow Mobile Food Vendors to operate between the hours of 8am and 11 pm on Thursdays, Fridays, Saturdays, and all City of Pontiac recognized holidays in the C-0, C-1, C-3, C-4, T-C, C-C, and MUD Zoning Districts.

0 1,000 2,000 4,000 6,000 8,000 Feet



#3

ORDINANCE



TO: City Council

FROM: Mark Yandrick, Planning Manager

DATE: November 8, 2023, Updated January 31, 2024

RE: Municipal Ordinance Amendment: Mobile Food Vendors

Executive Summary

The City is proposing zoning code amendments to amend regulations for Mobile Food Vendors and Temporary Uses. This will establish regulations within each zoning district for mobile food vendors, and clearer regulations for Temporary Uses within the City.

As part of this, the Planning Division is also proposing several municipal code amendments from the Mobile Food Truck Ordinance to align with the Zoning Code Changes. The first reading was held on November 14, 2023.

Overview

There are four (4) overall amendments proposed for the municipal ordinance. They are as follows, with the rationale in italics below each amendment.

1. Clarifies Language on waiving the fee. Religious, charitable, and nonprofit organizations may provide documentation of their 501(C)(3) or other similar status.
Rationale: This does not change the policy of religious, charitable, and nonprofit organizations with a mobile food truck but clarifies the language.
2. Prohibits mobile food vendors from operating on public streets unless approved as part of a Temporary Use with a street closure.
Rationale: With the zoning code changes prohibiting parking on public streets in several zoning districts, including residential zoned districts and the C-2 Downtown District, this amendment aligns with the language that states that Mobile Food Vendors may only operate on private property or part of an approved temporary use, where there is an approved road closure.
3. Clarifies language that a mobile food vendor needs a mobile food vendor license instead of a business license. Business licenses are needed for all other businesses, which are traditionally brick-and-mortar businesses or businesses that have a permanent address. This license is in addition to any zoning requirements for a temporary use.
Rationale: This amendment aligns with the current practice of mobile food vendors obtaining an annual mobile food vendor license from the City instead of a business license.
4. Temporary Events: Intent, Definitions and General Provisions
Rationale: This is being added to complement the zoning code text amendment and establish that it is unlawful to conduct a Special Event or Temporary Use without a Zoning Permit.

Staff Recommendation

Staff recommends that City Council consider the adoption of these Municipal Code Amendments for Mobile Food Vendors and Temporary Uses, to align with the proposed Zoning Code Amendments.

Attachments:

Proposed Municipal Ordinance

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. _____

MUNICIPAL ORDINANCE AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL ORDINANCE
TO AMEND LICENSING REQUIREMENTS FOR MOBILE FOOD TRUCKS AND TO
REGULATE SPECIAL EVENTS TO INCLUDE:

ARTICLE XIXa, CHAPTER 26, SECTIONS 26-1030 THROUGH 26-1037

ARTICLE ____, CHAPTER ____, SECTION ____

THE CITY OF PONTIAC ORDAINS:

ARTICLE XIXa. MOBILE FOOD VENDORS

26-1030 Mobile food vendors. 

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1031 Short title.

This article may be referred to as the “City of Pontiac Mobile Food Vendor Ordinance.”

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1032 Definitions.

As used in this article, the following term shall have the meaning indicated:

“Mobile food vendor” means a motorized vehicle, temporary stationary stand, or trailer used for the purpose of selling prepared foods to the general public.

“Mobile Food Vendor License” means a license issued in accordance with this section to operate as a Mobile Food Vendor within the City of Pontiac.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1033 Scope.

The provisions of this article apply to mobile food vendors engaged in the business of cooking, preparing, and distributing food or beverages for sale to the general public in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on sidewalks.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1034 license required.

- A. It shall be unlawful for any person or business organization, including any religious, charitable, or nonprofit organizations, to operate within the City a mobile food vendor without a License for that purpose. *Any costs and fees will be waived for religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.*
- B. Applicants for a ~~business license~~ *Mobile Food Vendor License* as a ~~mobile food vendor~~ shall obtain all necessary licenses and licenses from the Oakland County Health Department and other applicable governments.
- C. A person desiring to operate as a mobile food vendor shall make written application for such License to the Planning Division. The application for a License shall be on forms provided by the City and shall include the following:
 - 1 Name, signature, phone number, email contact, and business address of the applicant.

2 Information on the mobile food vendor equipment to include year, make and model of the vehicle or trailer (if applicable) and dimensions, which shall not exceed 36 feet in length or nine feet in width.

3 Information setting forth the proposed hours of operation, area of operations, plans for power access, water supply and wastewater disposal.

4 Insurance coverage.

D. Proof of a general comprehensive liability policy with limits of no less than \$2,000,000.00 combined single limit coverage issued by an insurer licensed to do business in this state and which names the City as an additional insured.

E. Proof of a public liability and property damage motor vehicle policy (if applicable) with limits of no less than \$1,000,000.00 issued by an insurer licensed to do business in this state.

1 Any other information reasonably required by the Planning Division.

F. All vendors receiving a License under this article shall pay the annual fee *in accordance with the fee schedule as set from time to time by City Council with the exception of religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.*

G. ~~Mobile food vendors are not subject to the team inspection requirement of the City's business license ordinance.~~

H. All mobile food vendors shall be subject to the *license renewal* ~~renewal business license fee with the exception of religious, charitable, and nonprofit organizations provided the same can provide documentation of their 501(C)(3) or other similar status.~~

I. Each Mobile Food ~~license~~ *Vendor License* issued during a calendar year shall expire on December 31 of that year.

- J. A ~~license~~ *Mobile Food Vendor License* issued under this article shall not be transferable from person to person *or between vendors*.
- K. A license is valid for one mobile food vendor only and shall not be transferred between vendors.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1035 Regulations.

- A. No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the ~~license~~ *Mobile Food Vendor License* holder has not been authorized to operate. Public areas where parking by mobile food vehicles is permitted shall be identified by the Planning Division. *Operation by mobile food vendors on public streets is prohibited unless operating as part of an approved Temporary Use that has received approval for street closure.*
- B. The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn, or sidewalk when parked. No food service shall be provided on the driving-lane side of the truck. No food shall be prepared, sold, or displayed outside of mobile food vehicles.
- C. No mobile food vendor shall provide or allow any dining area within ten feet of the mobile food operation, including but not limited to tables and chairs, booths, stools, benches, or stand-up counters.
- D. Customers shall be provided with single-service articles, such as plastic utensils and paper plates, ~~and a waste container for their disposal~~. All mobile food vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vendors shall be collected and disposed of *off-site* by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed. Barbeque pits shall require coals to be disposed of in a metal container with a securable lid. Coals must be emptied from the barbeque pit at the end of each day by the operators.

- E. No mobile food vendor shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles, including generators, shall adhere to the standards set forth in chapter 58, article IV – Non-Vehicular Noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- F. ~~No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque hood shields to direct the illumination downward.~~
- G. Mobile food vehicles, when parked on public streets, shall be parked in conformance with all applicable parking restrictions and shall not hinder the lawful parking or operation of other vehicles.
- H. A mobile food vehicle shall not be parked on the street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended on public streets shall be considered a public safety hazard and may be ticketed and impounded.
- I. A mobile food vendor shall not operate within 150 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City unless the vendor has obtained written permission from the event sponsor or obtained a special license from the Planning Division. The City shall not charge a fee for such special licenses.
- J. The issuance of a Mobile Food Vendor License does not grant or entitle the vendor to the exclusive use of any service route or parking space to the License holder.
- K. A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner.
- L. No mobile food vendor shall use seating, tables or other equipment unless such equipment is ordinarily stored within the vending apparatus. When extended, awnings for mobile food vendors shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

- M. Any power required for mobile food vendors located on a public way shall be self-contained, and a mobile food vehicle shall not use utilities drawn from the public right-of-way. Mobile food vendors on private property may use electrical power from the property being occupied or an adjacent property when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any City street, alley or sidewalk. It is not permissible to connect mobile food vendors to the public natural gas lines or large tanks of propane/natural gas. Portable gas containers or generators running on gasoline or diesel fuel are permitted.
- N. Mobile food vendors shall not be located within 150 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business, unless they ~~either obtain written permission from such brick-and-mortar restaurant, or obtain a special license from the Planning Division. The City shall not charge a fee for such special licenses.~~
- O. Mobile food vendors shall not be located within 150 feet of a residential building, unless they either are located on private property zoned *multi-family residential*, commercial, industrial or mixed use. ~~or obtain a special license from the Planning Division. The City shall not charge a fee for such special licenses.~~

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2323, § 1, 11-1-14; Ord. No. 2393, 5-24-22)

26-1036 Enforcement.

- A. Any ~~license~~ *Mobile Food Vendor License* holder operating as a mobile food vendor in violation of any provision of this article or any rules and regulations promulgated by the City shall be subject to a civil fine of \$500.00 per day. Each day of violation shall constitute a separate and distinct offense.
- B. Once a ~~license~~ *Mobile Food Vendor License* has been issued, it may be revoked, suspended or not renewed by the ~~Community Development Director~~ *Planning Division* for failure to comply with the provisions of this article and any rules or regulations promulgated by the City.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1037 Denials and appeals.

- A. Pursuant to section 26-43, Denial; revocation; suspension, the issuance of Licenses applied for under this article may be denied by the ~~Director of Community Development~~ *Planning Division* and Licenses issued may be revoked or suspended by the ~~Director of Community Development~~ *Planning Division* at any time for the reasons set forth in section 1-24 and in accordance with the procedures contained therein, unless specifically provided for otherwise in this article.
- B. Pursuant to section 26-44, Hearing procedures, any person whose application for a License is denied shall have the right to a hearing before the Board of Appeals, provided a written request therefor is filed with the ~~Administrator~~ *Planning Division* within ten days following the denial of the application for a License. The Board of Appeals may reverse any determination to deny the issuance of a License and the Board of Appeals may grant any License. No person shall operate any business during any time when his License therefor has been suspended, revoked or cancelled. Before a License issued pursuant to this article may be suspended or revoked, the notice and hearing procedures contained in section 1-24 shall be followed.

(Ord. No. 2320, § 1, 3-17-14; Ord. No. 2393, 5-24-22)

26-1038—26-1075 Reserved.

ARTICLE ____, CHAPTER ____, SECTION ____ – to regulate Special Events and/or Temporary Uses held on public and/or private property:

Intent.

The intent of this ordinance is to protect the public health, safety and general welfare of the City of Pontiac residents by establishing regulations relating to the operation, control and management of Special Events, to provide for traffic, parking, security and nuisance abatement; to provide penalties for violation of said ordinance.

Definitions.

Special Event means any event, whether conducted on public or private property, that may generate or invite public attendance, participation, or spectators for a particular and limited purpose and time, including but not limited to for profit parties, festivals, concerts, shows, exhibitions, carnivals, circuses, parade, fundraising walks or runs, fairs, or any similar events or activities. Also referred to as a Temporary Use.

Temporary Use License means a license issued by the Community Development Direct which allows the Applicant to conduct a Temporary Use and/or Special Event.

General Provisions.

It is unlawful for any Person to hold or conduct any Special Event or Temporary in the City of Pontiac unless the Planning Division has first issued a Temporary Use License in compliance with Section 2.542 of the Pontiac Zoning Ordinance.

#4

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

To: Honorable City Council

From: Department of Grants & Philanthropy

cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

Date: March 19, 2024

Re: Resolution to Request City Council Approval to Hold Two Public Hearings
to Introduce the Updated Citizen Participation Plan to Residents

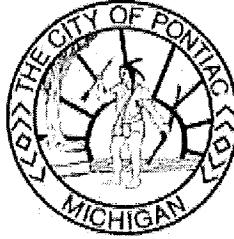
The City's Department of Grants & Philanthropy is charged with the responsibility of fundraising, grant-writing, administration, compliance, oversight, and project management support for City Departments and subrecipients with active grants in both pre- and post-award phases.

Currently, the City is in the process of revising its Citizen Participation Plan (CPP), a prerequisite of federal rule 24 CFR Part 91.105 and HUD notices related to allocating the Community Development Block Grant ("CDBG"). CDBG provides funding opportunities for community groups and programs that meet certain guidelines.

The overall purpose of the CPP is to provide for and encourage citizens to participate in an advisory role in planning, implementing, and assessing programs that City of Pontiac's Department of Grants & Philanthropy may fund through CDBG. Thus, the City must hold public hearings to receive input from residents.

The initial public hearing is scheduled for Tuesday, April 2, 2024, at 5p.m. in Council Chambers. The second hearing is scheduled for Tuesday, April 16, 2024, in Council Chambers also at 5p.m.

Based on the information provided above, the Department of Grants & Philanthropy requests that City Council approve scheduling two (2) public hearings to introduce the updated Citizen Participation Plan and to obtain public comment as required for the Community Development Block Grant under federal law.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO REQUEST CITY COUNCIL APPROVAL TO HOLD TWO PUBLIC HEARINGS TO INTRODUCE THE UPDATED CITIZEN PARTICIPATION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the Citizen Participation Plan must align with the requirements listed in the 24 CFR Part 91.105 (Citizen Participation Plan for local governments) and the HUD requirements contained in any applicable Federal Register Notices allocating funds; and

WHEREAS, the Citizen Participation Plan will encourage citizen participation related to planning, implementation, and assessment of proposed and actual programs that will be funded with Community Development Block Grant (CDBG) federal dollars; and

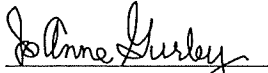
WHEREAS, the City of Pontiac will hold two public hearings, the first on Tuesday, April 2, 2024, at 5p.m. in Council Chambers. The second hearing is scheduled for Tuesday, April 16, 2024, in Council Chambers at 5p.m. to obtain citizen participation and to respond to proposals and questions related to CDBG as required by federal law.

NOW THEREFORE BE IT RESOLVED that City Council hereby approves holding two public hearings for the introduction of the updated Citizen Participation Plan and to receive community feedback on proposed and actual programs funded through the Community Development Block Grant federal program.

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:


City Attorney

#5

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager

cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: March 19, 2024

RE: **Resolution to Award the Bid to Racer/MRSA to Design a New Youth Community Recreation Center and Execute a Contract**

In response to the City's desire to hire a firm to design a new youth community center, the Purchasing Division was directed to post an RFP, Architectural and Engineering Professional Design Services for the City of Pontiac Community Recreation Center RFP, Solicitation No. 24-775-002, to BidNet on September 25, 2023. The closing date of the solicitation was November 13, 2023.

A total of nine firms submitted proposals and six firms were shortlisted for an interview. Due to the onset of holidays, the Purchasing Division scheduled interviews for the latter part of January 2024. The Evaluation Committee's made its determination on March 11, 2024.

After much deliberation, the Evaluation Committee identified Racer/MRSA, a Chicago-based firm (i.e., Racer/MRSA has partnered with Hobbs & Black Architects headquartered in Ann Arbor, MI, and Spalding DeDecker with offices in Detroit and Rochester Hills, MI), as the lowest responsible and responsive bidder based on capability, experience, and resources to successfully complete the project. The committee also reviewed Racer/MRSA's qualifications, financial stability, technical expertise, and history of completing similar projects satisfactorily. The committee believes Racer/MRSA will deliver as promised the services requested, minimize delays, and avoid cost overruns for a successful project.

Racer/MRSA's proposal addressed all the requirements and specifications outlined in the solicitation documents. Racer/MRSA's proposed cost is \$2,450,400 based on designing a facility of 60,000 square feet. The period to complete the project is two years, from the date of contract execution. The not-to-exceed amount reflects the proposed budget of \$3,000,000 to include any contingencies that may arise. Therefore, costs above that projection will require pre-approval by Administration and City Council.

Payment of Racer/MRSA's fees will be in monthly installments as the firm submits its pay applications. The City intends to use American Rescue Plan Act ("ARPA") funding to dispense the payments. A budget amendment to appropriate the funding needed for the youth recreation center design will be forthcoming to City Council prior to commencement of this project.

Therefore, based on the information provided, the Purchasing Manager recommends that the Pontiac City Council award the bid to design the youth recreation contract to Racer/MRSA and also authorize the Mayor or the Mayor's Designee to execute a two-year contract for an amount not-to-exceed \$3,000,000 for this project.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO AWARD THE BID TO RACER/MRSA TO DESIGN OF THE NEW YOUTH COMMUNITY RECREATION AND TO EXECUTE A TWO-YEAR CONTRACT FOR COMPLETION OF THE PROJECT

WHEREAS, in an effort to hire an architectural & engineering firm to design a new youth community recreation center, the City of Pontiac sought proposals through the competitive bid process from experienced companies through the formal competitive bid process; and

WHEREAS, the RFP was posted to BidNet from September 25, 2023 through November 13, 2023; and

WHEREAS, the Evaluation Committee scored Racer/MRSA scored the highest of the six (6) firms interviewed; and

WHEREAS, the Purchasing Manager has met the bid requirements for major purchases in accordance with Section 2-517, Article IV of the Pontiac Municipal Code; and

WHEREAS, the Purchasing Division requests that City Council award a two-year contract to Racer/MRSA to design Pontiac's new youth community recreation center.

NOW THEREFORE BE IT RESOLVED that City Council authorizes awarding the bid to Racer/MRSA to design a new youth community recreation center for the City of Pontiac.

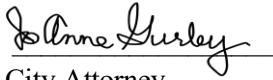
BE IT RESOLVED that City Council authorizes the Mayor or the Mayor's Designee to execute a two-year contract with Racer/MRSA for a total amount Not-To-Exceed \$3,000,000 to allow for contingencies in completing the said project.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:



City Attorney

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Pontiac

and the Architect:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

City of Pontiac Community Recreation Center
191 North Glenwood Avenue
Pontiac, Michigan 48342

The Construction Manager (if known):
(Name, legal status, address, and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document B133–2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:21:33 ET on 09/20/2023 under Order No.3104239003 which expires on 08/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(860112970)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A (note: this will be same or similar project information contained in the RFP)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit A (note: this will be same or similar project information contained in the RFP)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Init.

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.
- [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:
to be retained by the A/E as part of this agreement

.3 Geotechnical Engineer:
to be retained by the A/E as part of this agreement

.4 Civil Engineer:
to be retained by the A/E as part of this agreement

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Commissioning Authority
Construction Material Testing and Special Inspections
Air Quality Monitoring Consultant
Asbestos and Universal Waste Survey
Demolition Engineering

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

§ 1.1.11.1 The Architect identifies the following Key Staff in accordance with Section 2.4.

[Insert Key Staff Names and Roles]

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineer
Landscape Architect
Technology/Security Design Consultant
Food Service Design Consultant
Aquatics/Pool Consultant
Land Surveyor
Geotechnical Engineer
Environmental Consultant (Phase I ESA)

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall require that the Services are performed in accordance with all applicable laws, statutes, ordinances, requirements, codes, decrees, orders, or regulations of any governmental authority, quasi-governmental authority, accrediting bodies or other authorities having jurisdiction over the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect also identifies other key staff and their roles on the Project in Section 1.1.11.1 of the Agreement ("Key Staff"). Once designated and accepted by the Owner, the Architect's representative and Key Staff shall not be changed by addition, deletion, or substitution without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following minimum insurance until termination of this Agreement. The Architect shall provide a Certificate of Insurance with its Proposal and a current Certificate of Insurance upon executing this Agreement which identifies the Owner as a certificate holder and additional insured.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and 00/100 (\$2,000,000.00 for each occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars and 00/100 (\$2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and 00/100 (\$1,000,000.00) each accident, One Million Dollars and 00/100 (\$1,000,000.00) each employee, and Two Million Dollars and 00/100 (\$2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and all its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, as additional insureds for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner, as well as the required endorsements, at the time of executing the Agreement, that evidence compliance with the requirements in this Section 2.6. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

§ 2.6.9. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:

Purchasing Manager
City of Pontiac
47450 Woodward Avenue,
Pontiac, MI 48342.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's written approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's written approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's written approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's written approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's written approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Section 6.4 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's written approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager at 50% and 90% completion of the Construction Documents. The Architect shall meet with the Construction Manager to review the Construction Documents and obtain estimates of the Cost of the Work.

§ 3.5.5 Upon receipt of the Construction Manager's information and Guaranteed Maximum Price Proposal, the Architect shall take action as required under Sections 6.5 and 6.6, and request the Owner's written approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's written approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of

the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect, with the Owner's written consent, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Except as otherwise expressly included in the Basic Services, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, CM, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Included in Basic Services
§ 4.1.1.2 Programming – validation of Owner provided program	Included in Basic Services
§ 4.1.1.3 Multiple Preliminary Designs – up to three (3) concepts	Included in Basic Services
§ 4.1.1.4 Measured drawings	Not provided
§ 4.1.1.5 Existing facilities surveys	Not provided
§ 4.1.1.6 Site evaluation and planning	Not provided
§ 4.1.1.7 Building Information Model management responsibilities	Design Phase – Architect Construction Phase - CM
§ 4.1.1.8 Development of Building Information Models for post construction use	Construction Manager (CM)
§ 4.1.1.9 Civil engineering	Included in Basic Services
§ 4.1.1.10 Landscape design	Included in Basic Services

Init.

Supplemental Services	Responsibility (Architect, Owner, CM, or not provided)
§ 4.1.1.11 Architectural interior design	Included in Basic Services
§ 4.1.1.12 Value analysis	Construction Manager (CM)
§ 4.1.1.13 Cost estimating	Construction Manager (CM)
§ 4.1.1.14 Part-Time On-site project representation (average 16 hours per week for 60 weeks; include 960 hours on-site project rep)	Included in Basic Services (hourly-rate, not-to-exceed)
§ 4.1.1.15 Conformed documents for construction	Included in Basic Services
§ 4.1.1.16 As-designed record drawings	Included in Basic Services
§ 4.1.1.17 As-constructed record drawings	Construction Manager (CM)
§ 4.1.1.18 Post-occupancy evaluation	Not provided
§ 4.1.1.19 Facility support services	Not provided
§ 4.1.1.20 Tenant-related services	Not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.22 Telecommunications/data/security system design	Included in Basic Services
(Row deleted)	
§ 4.1.1.23 Security evaluation and planning	Not provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Included in Basic Services
§ 4.1.1.28 Other services provided by specialty Consultants	Included in Basic Services (all specialty consultants necessary to design items identified in space program in Exhibit A)
§ 4.1.1.29 Other Supplemental Services	Not provided
§ 4.1.1.30 Land Survey Services (Boundary and Topographic Survey)	Included in Basic Services
§ 4.1.1.31 Geotechnical Engineering	Included in Basic Services
§ 4.1.1.32 Phase I Environmental Site Assessment	Included in Basic Services
§ 4.1.1.33 Other Environmental Services including NEPA, Section 106 Compliance, Remediation design, Phase II ESA, and due diligence	Not provided
§ 4.1.1.34 Construction Material Testing & Special Inspections	Owner
§ 4.1.1.35 Air Quality Monitoring	Not provided
§ 4.1.1.36 Aquatics/Pool Design Services	Included in Basic Services
§ 4.1.1.37 Food Service Design Services	Included in Basic Services
§ 4.1.1.38 Irrigation System Design	Included in Basic Services
§ 4.1.1.39 LEED, WELL, or other building performance certification	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Init.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

Init.

Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One Hundred Twenty (120) visits to the site by the Architect during construction (average two per week for 60 weeks).
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within two (2) months after Substantial Completion of the Work, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, at any time prior to the conclusion of the Construction Documents Phase, the Construction Manager's estimate(s) of the Cost of the Work exceed(s) the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. Such services shall be included in the Basic Services.

§ 6.5 If the Construction Manager's Guaranteed Maximum Price Proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions to the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work. The Architect's revisions to the Construction Documents pursuant to Section 6.5.3 shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent Owner changes that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages

Init.

due to either party's termination of this Agreement, except as specifically provided in Section 9.7. The mutual waiver set forth in Section 8.1.4 expressly excludes losses suffered by the Owner and covered by insurance up to the insurance limits required in Section 2.6 and its subsections. In the event that the Architect obtains policies providing less coverage than required, the Architect shall remain liable to the Owner for losses incurred up to the required insurance limits.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No additional Termination Fee. Billing will be based on Services completed through date of termination of services.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Michigan Uniform Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum For Schematic Design.

(Paragraphs deleted)

- .2 Percent Basis For Design Development, Construction Documents and Construction Phases (to be converted to lump sum amount via change order after conclusion of Schematic Design Phase as indicated in RFP)
(Insert amount)

- .3 Part-Time On-Site Project Rep (hourly rate and not to exceed amount based on 960 hours)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

Item	Amount (\$)
Schematic Design Phase	
Design Development Phase	
Construction Documents Phase	
Construction Phase	

Part-Time On-Site Project Rep. (Not to Exceed Amount)	
Data Collection (Survey, Geotechnical, & Phase I ESA)	

Total Basic Compensation \$ _____

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5%) of the expenses incurred.

Init.

§ 11.8.3 Reimbursable Expense Allowance Amount. The following allowance amount for Reimbursable Expenses shall not be exceeded without the express written change order and approval of the Owner. The Architect shall report the status of the Reimbursable Expense amounts used against the Allowance on a monthly basis.

[insert amount]

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Not used

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Undisputed payments are due and payable within thirty (30) days of presentation of the Architect's invoice.
(Paragraphs deleted)

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 If a Change Order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate the Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner.

§12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any phase of any work properly completed and a prorated portion of any phase of any work properly and partially performed prior to and up to the date of project termination.

§12.3 If services described under Additional Services in Article 4.2 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's written approval for Scope and Fees in writing prior to commencing such services.

§12.4 The Architect includes in the Basic Services fee the work required by the Authority Having Jurisdiction (e.g. City/Township/State) for submittals and approvals. The application fee for administrative reviews shall be waived by the City or shall be a direct reimbursable. The construction permit fees shall be waived by the City or shall be paid by the Construction Manager.

§12.5 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

§12.6 In addition to those provisions expressly stating they survive termination of this Agreement, any and all other obligations, responsibilities, terms, conditions, provisions, and representations of the Architect, which by their nature extend beyond the Contract Time or completion of the Services in the Agreement shall survive acceptance, final payment, completion, expiration, suspension or termination of the Agreement, whether such survival is expressly stated or not, including, without limitation: (a) Article 7 entitled "Copyrights and Licensees"; (b) Article 8 entitled "Claims and Disputes"; (c) Article 9 entitled "Termination or Suspension"; (d) Article 10 entitled "Miscellaneous Provisions"; (e) Article 12 entitled "Special Terms and Conditions"; (f) Article 13 entitled "Scope of the Agreement"; (g) all other indemnification obligations in the Agreement; and (h) all other provisions of this Agreement to the extent necessary to interpret and give legal effect to the foregoing surviving provisions.

§12.7 Auditing

§12.7.1 The Architect and its Consultants shall keep full and accurate records consistent with generally accepted accounting principles of all costs incurred and items billed in connection with the performance of the Services of the Architect, which records shall be open to audit by the Owner or its authorized representatives during performance of the Services and until four (4) years after final payment. In addition, the Architect shall make it a condition of all contracts relating to the Services that any and all Consultants keep accurate records of costs incurred and items billed in connection with their Services and that such records shall be open to audit by the Owner or its authorized representative during performance of the Services and until four (4) years after final payment.

§12.8 **Federal Funding Requirements.** The Architect and its Consultants shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the use of Federal funds for this project including but not limited to those contained in Exhibit B.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

An E203 shall be prepared at a future date in conjunction with the selected Construction Manager.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A- Program Requirements and Concept Site Plan
Exhibit B- Federal Funding Requirements

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:21:33 ET on 09/20/2023 under Order No.3104239003 which expires on 08/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(860112970)

Exhibit A- Program Requirements and Concept Site Plan

[To be Attached]

Init.

/

Exhibit B- Federal Funding Requirements

All references to "contractor" in this section shall mean Architect and its consultants. The Architect and its Consultants shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the use of Federal funds for this project including but not limited to the following:

B.1 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

B.2 Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B.3 Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B.4 Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- B.6** In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule, (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act
- B.7** (a) As appropriate and to the extent consistent with the law, the Architect should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including by not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards.
- (b) For the purposes of this section:
- (1) "Produced in the United States" means for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coating, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager

cc: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: March 19, 2024

RE: **Resolution to Approve the National Network for Safe Communities (NNSC)
Contract in response to the City's Group Violence Intervention RFP, Solicitation
No. 24-699-001**

In response to the City's desire to reduce crime, the Purchasing Division was directed to post an RFP to create and implement a Group Violence Intervention (GVI) program. The RFP was posted to BidNet on February 1, 2024 and closed on February 28, 2024.

National Network for Safe Communities (NNSC) is the only firm that responded. The NNSC was established in 2009 and is headquartered in New York City at the College of Criminal Justice. NNSC supports communities by providing them with strategies to reduce and prevent violence, strengthen public safety systems that are facing an array of public safety problems in the U.S. and internationally.

The firm has a staff of twenty-nine (29), but a specific team will be assigned to the City of Pontiac, led by NNSC's management team comprised of Executive Director Sasha Cotton, Strategies & Interventions Director Laurie Owen, and Deputy Intervention Director Isabel Lopez. NNSC will work with the City leadership and community stakeholders to implement GVI within Pontiac.

If City Council approves, NNSC's contract will be for two years, from the date of contract execution. The fixed fee and not-to-exceed contract amount is \$283,952 to complete the project. The fee will be payable as follows: \$184,976 in year one, as invoiced and \$98,976 in year two as invoiced.

Payment for this service will be allocated from the City's American Rescue Plan Act ("ARPA") funding. A budget amendment will be forthcoming to cover the \$283,952.00.

Therefore, based on the information provided above and attached, the Purchasing Manager recommends that the Pontiac City Council approve awarding the contract to National Network for Safe Communities and authorizes the Mayor or the Mayor's Designee to execute a two-year contract for an amount not-to-exceed \$283,952.00.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE THE NATIONAL NETWORK FOR SAFE COMMUNITIES (NNSC) CONTRACT FOR A GROUP VIOLENCE INTERVENTION PROGRAM

WHEREAS, in an effort to curb crime in the community, the City of Pontiac sought proposals through the competitive bid process from experienced companies to reduce the occurrence of violence; and

WHEREAS, the RFP was posted to BidNet from February 1, 2024 through February 28, 2024; and

WHEREAS, National Network for Safe Communities (NNSC) is the only firm that submitted a plan to create and implement a Group Violence Intervention (GVI) program that met the City's needs; and

WHEREAS, National Network for Safe Communities' contract is two years with \$184,976 allocated for the first year and \$98,976 in the second year for a total of \$283,952.00; and

WHEREAS, the Purchasing Manager has met the bid requirements for major purchases in accordance with Section 2-517, Article IV of the Pontiac Municipal Code; and

WHEREAS, the Purchasing Division requests that City Council approves awarding a contract to National Network for Safe Communities to provide Group Violence Intervention (GVI) services to the City of Pontiac.

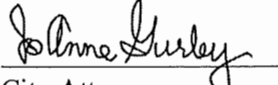
NOW THEREFORE, BE IT RESOLVED that City Council authorizes the approval of a two-year contract with National Network for Safe Communities to provide Group Violence Intervention services to the City of Pontiac for a total amount Not-To-Exceed \$283,952.00 and authorizes the Mayor or Mayor's Designee to execute a contract as contained herein.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:



City Attorney

CONTRACTOR SERVICES CONTRACT

This agreement (hereinafter "Agreement") by and between the City of Pontiac, 47450 Woodward Avenue, a Michigan Municipal Corporation, Pontiac, MI 48342, (hereinafter the "City"), and the National Network for Safe Communities (NNSC), 524 W. 59th St., Ste. 031W, a Non-Profit Educational Corporation, New York, NY 10019-1007 (hereinafter referred to as "Contractor.")

1. Applicable Law: This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

2. Scope of Services: Contractor shall provide all materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the Contractor's Proposal submitted by the Group Violence Intervention Request for Proposal deadline of February 28, 2024. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. **See Exhibit 1.**

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

3. Contract Documents: The following documents, together with this Agreement, form the entire Agreement, and they are as fully a part of the Agreement as if attached hereto or repeated herein. If any conflicts exist between the terms and conditions of this Agreement and the following numbered list of documents, the terms and conditions of this Agreement are controlling.

- Exhibit 1: Group Violence Intervention RFP
- Exhibit 2: National Network for Safe Communities (NNSC) Proposal

4. Compensation: The City shall pay for such services as have been set forth herein within 30 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not exceed the amount of Two-Hundred Eighty-Three Thousand Nine -Hundred Fifty-Two (\$283,952.00) and 00/100. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Pontiac. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
- (i) The City of Pontiac purchase order number
 - (ii) The date of service
 - (iii) The name of the person providing the service and a general description of the service provided.
 - (iv) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Pontiac
Accounts Payable
Via email to AccountsPayable@pontiac.mi.us

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

5. Standards of Performance: Contractor agrees to perform pursuant to the Agreement in a timely, professional, safe and workmanlike manner consistent with standards in the trade, profession or industry. Contractor agrees that all of the obligations required by it under this Agreement shall be performed by it or by others employed by it and working under its direction and control.

6. Claims and Disputes: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must first request the City's consent to arbitrate. Such request must be made within 30 days from the date the Contractor learns of or should have known the facts giving rise to the claim, dispute or question.

- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction in Genesee County, Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

- (f) Any and all arbitration shall be conducted in Oakland County, Michigan.

7. City Income Tax Withholding: Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions. Such withholding shall be at a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Pontiac, and ½% of the compensation paid to the employee who is a non-resident of the City of Pontiac.

These taxes shall be held in trust and paid over to the City of Pontiac in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

8. Disclaimer of Contractual Relationship With Subcontractors: Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

9. Certification, Licensing, Debarment, Suspension and Other Responsibilities: Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

10. Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics or pandemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue within seven days of the discovery of the event.

11. Good Standing: Contractor must remain current and not be in default of any obligations due the City of Pontiac, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a substantial and material breach of this contract, which shall constitute good cause for the termination of this contract.

12. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, boards and commission members, volunteers and agents against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the

City, arising out of or related to Contractor's performance of the Agreement. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from any payments due under this Agreement or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

13. Independent Contractor: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

14. Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Pontiac. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Pontiac, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Pontiac, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Pontiac with not less than 30 days

advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Pontiac, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Pontiac at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

15. Laws and Ordinances: Contractor shall obey and abide by all of the laws, rules and regulations of the United States, State of Michigan, Oakland County and the City of Pontiac during the performance of this agreement.

16. Modifications: Any modifications to this Agreement must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

17. No Third-Party Beneficiary: This Agreement is for the sole benefit of the parties and their respective successors, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City.

19. Non-Disclosure/Confidentiality: Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

20. Non-Discrimination: The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants. Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

21. Anti-Lobbying: The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2) or for the purpose of litigation against the State or City.

22. Ethics: Pursuant to the Pontiac City Charter § training and be provided with a copy of the ethical standards set forth in the Charter. Therefore, Contractor acknowledges receipt of Pontiac City Charter § and agrees that Contractor and its staff shall abide by the terms therein and

participate in any training provided by the City as may be necessary from time to time.

23. Notices: Notices to the City of Pontiac shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **City of Pontiac Purchasing Manager and City Clerk, City of Pontiac, 47450 Woodward, Pontiac, Michigan 48432**, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Research Foundation of the City University of New York, o/b/o National Network for Safe Communities, John Jay College of Criminal Justice, 524 W. 59th St., Ste. 031W, New York, NY 10019**, or to such other address as may be designated in writing by Contractor from time to time.

24. Records Property of City: All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City, and shall be disclosed to the City upon request.

25. Severability: If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect.

26. Subcontracting: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

27. Termination: This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Attorney, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 14 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

28. Time of Performance: Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay. Contractor and City hereby agree that this Agreement will be fully performed by March 31, 2026 or within two years from the date of contract execution.

29. Union Compliance: Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

30. Waiver: Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

31. Electronic Signatures: This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.

32. **Effective Date:** This contract shall be effective when executed by all parties.

33. **Governing Law:** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

34. **Venue:** The parties consent to venue in Oakland County courts should any action be brought to enforce the terms of this Agreement.

35. **Whole Agreement:** This Agreement and the documents cited herein contain the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

CONTRACTOR

_____	_____
Its _____	Date

CITY OF PONTIAC, a Michigan Municipal Corp.:

_____	_____
Its _____	Date

_____	_____
Its: [Director]	Date

_____	_____
Its: [Purchasing Manager]	Date

APPROVED AS TO FORM:

_____	_____
[City Attorney]	Date

Exhibit 1



CITY OF PONTIAC REQUEST FOR PROPOSALS (RFP)

RFP No.:	24-699-001
RFP Title:	Group Violence Intervention RFP
Solicitation Posted Date:	Monday, January 29, 2024
Pre-Proposal Conference:	Friday, February 2, 2024, at 1:30 pm EST. Teams Link: Group Violence Intervention RFP Teams Link
Deadline to Submit Questions:	Proposers must upload all questions and protests to BidNet no later than Monday, February 12, 2024, 4 pm EST . Upload all questions to Solicitation No. 24-699-001 via. BidNet.
City to Respond to All Submitted Questions:	Answers to all submitted questions will be posted on BidNet no later than Wednesday, February 14, 2024, 4 pm EST .
Proposal Deadline:	The deadline for all Proposers to submit a proposal is on Wednesday, February 28, 2024, no later than 4 pm EST (also referred in the proposal as the "Closing Date"). The City of Pontiac's Purchasing Division will not accept or consider any late proposals.
Submit Proposals To:	All Proposers must upload their proposals to BidNet by accessing the following link: City of Pontiac - Bid Opportunities and RFPs BidNet Direct . Proposers may access instructions to upload proposals by clicking on the following link: BidNet Electronic Bid Submission Guide 8-28-2023.pdf (revize.com) .
Purchasing Contact:	The Purchasing Division's Office City Hall 47450 Woodward Ave, Room 206 Pontiac, MI 48342 Phone (248) 758-3112 Email: purchasing@pontiac.mi.us Alicia Martin, Purchasing Manager
Electronic copies of this RFP and attachments, if any, can be obtained from the City of Pontiac Purchasing Division's Solicitation web page at: Solicitations (pontiac.mi.us) .	

TABLE OF CONTENTS

PART	TITLE	PAGE #
PART 1	Procedural Information	
Section 1.0	RFP Organization	4
Section 1.1	Procurement Timetable	4
Section 1.2	Pre-proposal Conference	4
Section 1.3	Protests	4-6
Section 1.4	Realistic Proposals	6
Section 1.5	Clarification of Responses	6
Section 1.6	Rejection of Proposals	6
Section 1.7	Cost of Preparation of Response	6
Section 1.8	Confidentiality	6-7
Section 1.9	References	7
Section 1.10	Publicity	7
Section 1.11	Cancellation	7
Section 1.12	Disputes	7
Section 1.13	Collusion	7
Section 1.14	Certification Regarding Conflict of Interest	7-8
Section 1.15	Local Purchasing Preference	8
Section 1.16	EEO Certification Requirement	8
Section 1.17	Invoices	8
Section 1.18	Payment	8
Section 1.19	Funding Requirements	8
Section 1.20	Method of Submission	8
PART 2	Service Description, Funding and Contracting Information	
Section 2.0	Purpose and Overview	8-9
Section 2.1	Project Description	9
Section 2.2	Expected Outcomes	9-10
Section 2.3	Target Population Served	10
Section 2.4	Funding	10
Section 2.5	General Requirements	10
Section 2.6	Meetings	10
Section 2.7	Reporting Requirements	10
Section 2.8	Billing	10
Section 2.9	Contract Negotiation	10-11
Section 2.10	Contract Award	11
Section 2.11	Contract Term	11
Section 2.12	Compensation and Payment Method	11
Section 2.13	Insurance Requirements	11

PART 3	Proposal Evaluation, Questions, and Instructions	
Section 3.0	Proposal Evaluation and Instructions	11
Section 3.1	Evaluation Process for Written Response	11-12
Section 3.2	Optional Discussions on Proposals	12
Section 3.3	Proposal Format	12-14
PART 4	Proposal Submission Instructions	
Section 4.0	Joint Proposals	14
Section 4.1	Multiple or Alternate Proposals	14
Section 4.2	Proposal Instructions and Content	14
Section 4.3	Maximum Page Limit	14
Section 4.4	Proposal Content	14
Section 4.5	Proposal Submission	14
Section 4.6	Minimum Requirements	14-15
Section 4.7	Proposer Checklist and Submittals	15
PART 5	Attachments and Electronic References	
Attachment 1	Proposer Representations and Certifications	N/A
Attachment 2	Certification Regarding Conflict of Interest	N/A
Attachment 3	Sample City Contract	N/A

PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1 - Procedural Information: Provides an overview of the procurement process and conditions.

Part 2 - Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed; defines responsibilities; defines deliverables (as applicable), identifies funding and contract terms.

Part 3 - Proposal Evaluation, Questions, and Instructions: Describes questions to be answered and how the City's Purchasing Division will evaluate proposals.

Part 4 - Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5 - Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

ACTIVITY	SECTION	SCHEDULED DATE/TIME
Date Issued	Cover page	Thursday, February 1, 2024
Pre-Proposal Conference	Cover page	Friday, February 2, 2024
Questions of specifications to Purchasing in writing must be uploaded to BidNet	Cover page	Monday, February 12, 2024, 4 pm EST
Purchasing's response to questions uploaded to BidNet	Cover page	Wednesday, February 14, 2024, 4 pm EST
Proposal submittal deadline	Cover page	Wednesday, February 28, 2024, no later than 4 pm EST
Proposal evaluation period	pp. 20-25	Thursday, February 29 – March 6, 2024
Optional Oral Evaluations	pp. 19-20	March 13 – 15, 2024
Provider selection	no page	March 18, 2024
City Council's approval	no page	March 26, 2024
Contract start date	no page	March 27, 2024

The City of Pontiac reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held via Microsoft Teams. Please click on the following link to access the meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDViZTA0ZjEtMTljNi00OGY0LTgzMTMtOGQ2YmFjOTJkMjc%40thread.v2/0?context=%7b%22Tid%22%3a%226cbfa795-bbd0-44ae-86bc-bd2f219c8cba%22%2c%22Oid%22%3a%224ab6c380-4182-4006-9295-70ff76945c43%22%7d.

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions to the City. **Proposers must upload all questions and protests of specifications to BidNet** by the deadline indicated on the cover page of this RFP. All protests must identify the requirement, provision or feature of this RFP that is unclear or that requires explanation. The protest must also address attachments including, but not limited to, the contract that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the City time to correct any term or condition in this RFP and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the City intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section will be deemed in acceptance of the terms of this RFP and contract and serve as a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. EST on the date listed in the timeline. If the City of Pontiac's Purchasing Division determines that additional information or clarification is necessary, such information or clarification will be supplied in the form of an addendum, which the City Purchasing Division's personnel will upload to BidNet. Available addendums may also be downloaded from the Purchasing Division's web page indicate on this RFP's cover page. All such addendum will have the same binding effect as though contained in the main body of the Request for Proposals (RFP). Oral instructions or oral information concerning the specifications from City managers, employees, or agents to prospective Proposers shall not bind the City of Pontiac.

Addendum:

The City's Purchasing Manager shall issue any addendum no later than five (5) calendar days prior to the deadline for Proposers to submit their proposals (referred to herein as the "Closing Date"), unless the deadline for Proposers to submit their proposals is extended by the City's Purchasing Manager; the five (5) calendar days prior to the deadline will also apply to the extension. After the closing date, any claims or misunderstanding regarding the nature, quality or description of the service(s) or item(s) to be supplied by this RFP will be considered waived.

After closing, City of Pontiac reserves the right to issue Addendum to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, to communicate program requirements and arrangements and other information as determined necessary by the City.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests of Intent to Award must be in writing, addressed to the City's Purchasing Manager, postmarked and delivered no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award, non-award, or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO. 24-203-001

ATTN: Purchasing Manager
City of Pontiac Purchasing Division
47450 Woodward Ave., Room 206
Pontiac, MI 48342

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests

must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the judgment of evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the City that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

City of Pontiac shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

City of Pontiac reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses must be in writing and issued through the assigned Procurement Personnel from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

City of Pontiac reserves all rights regarding this solicitation, including but not limited to the right to:

1. Cancel this solicitation at any time and not award a contract.
2. Award a contract in part.
3. Reject any and all proposals in whole or in part; and
4. Waive technical defects, minor irregularities, and omissions if, in its judgment, the best interests of the City will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal is the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Confidential/Proprietary Information. The City is a public entity whose records are subject to Michigan's Freedom of Information Act (FOIA), MCL 15.231 et seq.. Once the City awards a contract, then all proposals, whether successful or not, will become public records subject to inspection to public inspection in accordance with FOIA. For this reason, the City requests that respondents DO NOT submit in their proposals information that they consider trade secrets, or otherwise confidential or sensitive commercial, financial, personal or security-related ("Confidential Information") except as absolutely necessary to respond to the RFP. **Respondents who decide that they need to submit Confidential Information in order to effectively respond to the RFP will follow this process:**

- a. Package the Confidential Information that is necessary to the RFP response in a file that is separate from the remainder of the RFP response.
- b. Mark the file with "Confidential Information" or similar words.

- c. Review the remainder of the proposal and ensure that it contains no Confidential Information.
- d. Include a statement in the proposal that (1) identifies the separately packed information marked "Confidential Information," and (2) describes the basis on which the respondent wishes to exempt the content of the package from public inspection under FOIA.

Following this process may protect some Confidential Information from public disclosure to the extent allowed by FOIA and other applicable law. The City does not guarantee that following this process will in fact protect Confidential Information from FOIA disclosure.

After award, the contract executed by the City and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The City reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by City of Pontiac.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, may be done only after prior written approval of City of Pontiac's Purchasing Manager and Communications Director.

1.11 CANCELLATION

The City of Pontiac reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in City of Pontiac's best interest. In no event will the City of Pontiac have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City of Pontiac will be final and binding upon all parties.

1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of City of Pontiac has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement must describe how any such

conflict can be avoided, neutralized, or mitigated. Also, all Suppliers must disclose any actual or potential COI. The City's Law Director will determine a proposer's eligibility for an award based on the information provided in the disclosure statement.

1.15 LOCAL PURCHASING PREFERENCE

City of Pontiac desires to employ local businesses in the purchase or lease of any personal property, public improvements, or services to support the local economy in the State of Michigan and the City of Pontiac so that residents benefit from local employment opportunities that are generated. Therefore, the City of Pontiac prefers goods or services that have been manufactured or produced by a Michigan business if price, fitness, availability, and quality is otherwise identical.

1.16 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$10,000 ("Major Purchases") that originate from this RFP are subject to the City's Equal Employment Opportunity (EEO) requirements, as outlined in the City of Pontiac's Municipal Code, Article IV – Executive Branch, 4.304 Centralized Purchasing; Competitive Bidding and the sample City of Pontiac contract attached to this RFP.

1.17 INVOICES

All invoices must be prepared in a Microsoft Excel worksheet that is in a clear and concise format. All invoices must include the following information:

1. Supplier's name and address and a phone number and email for questions about the invoice.
2. Supplier's invoice number.
3. Invoice date and period.
4. City of Pontiac contract number and purchase order number.
5. An itemized list of services provided and hours provided for services rendered.
6. Any additional information required the finalized contract as an Exhibit.

1.18 PAYMENT

The City will pay invoices within 30 calendar days. The thirty calendar days begins on the date the invoice is received by the City's Accounts Payable Manager, unless otherwise provided in Exhibit 1 of the finalized contract. All invoices must be emailed to AccountsPayable@pontiac.mi.us.

1.19 FUNDING REQUIREMENTS

In accordance with the American Rescue Plan Act (ARPA), *Funding must be obligated by the end of calendar year 2024 and expended by the end of calendar year 2026.* Contractor costs funded by ARPA Funds must be incurred or purchased by the Contractor during the Contract Term. Contractor must complete all work and Services under Contract no later than December 31, 2024, or the contract expiration date, whichever is sooner.

Contractors must be registered with SAM.gov. Per Federal Procurement Requirements, the City of Pontiac cannot award the Project to an entity that is on the Federal System for Award Management (SAM.gov) ("SAM") excluded party list ("EPL"). <https://sam.gov/content/exclusions>. The Contractor(s) who will receive the bid award will be required to provide their SAM.gov Unique Entity Identifier.

1.20 METHOD OF SUBMISSION

All Proposal documents must be submitted in the format indicated in Part 4 of this RFP.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

The City of Pontiac, Michigan, invites qualified organizations to submit proposals to partner in the effort to reduce serious violence within the community. This request for proposals (RFP)

is aimed at organizations with expertise in evidence-based violence prevention strategies, particularly the Group Violence Intervention (GVI) model. The selected partner will work closely with local leadership to implement GVI and support various aspects of the project.

2.1 PROJECT DESCRIPTION

The selected organization will collaborate with the City of Pontiac to implement the Group Violence Intervention (GVI) strategy, which focuses on reducing violence by targeting a small number of highly active individuals involved in violence dynamics. The key components of the project include:

A. Comprehensive Problem Analysis:

1. Conduct a group audit to identify relationships among groups engaged in serious violence in Pontiac.
2. Conduct a violent incident review to analyze recent shootings and homicides to determine what is driving the violence.
3. Examine crime drivers in the county, including factors such as intimate partner violence, drug-related incidents, and cycles of retaliation.
4. Collaborate with local law enforcement and other relevant agencies to collect data and insights.

B. GVI University Workshop:

1. Organize a one-day virtual workshop tailored to Pontiac's needs, involving key stakeholders, including law enforcement, community leaders, and social service providers.
2. Provide an overview of the GVI framework and discuss additional strategies and investments to enhance the intervention's effectiveness.

C. Strategic Advising:

1. Train and support a designated project manager in Pontiac to coordinate the implementation of GVI.
2. Conduct regular calls with the project manager to provide guidance on implementation, planning, and addressing challenges.
3. Introduce a comprehensive implementation review rubric for ongoing assessment and strategic planning.
4. Facilitate periodic phone conferences with executive stakeholders in Pontiac to discuss progress and goals.
5. Provide three in-person intensive strategic advising sessions to Pontiac partners to assess implementation progress and address challenges.

D. Management and Development Tools:

1. Provide accountability and project management tools, including a Project Management Guide and tracking documents.
2. Grant access to Group Violence Intervention University training modules.
3. Offer topic-specific workshops and webinars on GVI-related topics.

E. Peer Support and Collaborative Learning:

1. Facilitate virtual peer exchanges between Pontiac and other site teams to share best practices and innovations.
2. Organize one in-person peer exchange during the project to foster peer dialogue and collaborative learning.

2.2 EXPECTED OUTCOMES

Upon successful implementation of the GVI strategy in Pontiac, the following outcomes are expected:

1. Reduction in targeted crime areas.

2. Improvement in interagency law enforcement partnerships.
3. Strengthened relationships between law enforcement and the community.
4. Increased knowledge and expertise among local stakeholders for addressing other serious crime areas.

2.3 TARGET POPULATION SERVED

City of Pontiac.

2.4 FUNDING

Refer to Section 1.19.

Funding of the work described in this RFP is not guaranteed. Fluctuations in funding year to year should be expected. The City cannot assure that any particular level of work will be assigned, and the contract will permit the City to add or remove work as necessary depending on availability of funding.

2.5 GENERAL REQUIREMENTS

1. The Supplier must provide all labor and materials required to perform the Services.
2. All Services performed must be to the highest industry standards for services of this type, done by those normally engaged in this type of business.
3. Supplier must comply with all ordinances, codes, and laws of Authorities having Jurisdiction while performing the prescribed work.
4. Supplier must maintain responsibility for all Service delivery means and methods.
5. The Supplier will designate one representative to be the primary point of contact for all contract-related items and service delivery. A backup should be identified prior to the execution of a contract.

2.6 MEETINGS

1. The Contract Administrator may request progress report meetings at any time, and meetings may be regularly scheduled. There should be an appropriate forum for discussing performance, cost, efficiency, and progress toward goals.
2. Supplier must schedule meetings and confirm dates with parties involved when requested by the Contract Administrator.
3. The Purchasing Division will schedule a kick-off meeting prior to service commencement for the review of the contract requirements and proposed service delivery.
4. Schedule periodic progress meetings to review service delivery, invoices, and changes; to discuss specific operations that may affect the quality, time or cost of work; or to provide notice of work that may impact the contract.

2.7 REPORTING REQUIREMENTS

The Supplier will provide a report on expected outcomes to identify how the outcomes were achieved. The Supplier and Contract Administrator will agree upon a deadline for Supplier to report Outcomes and the deadline will be no more than 15 days after the project is complete.

2.8 BILLING

It is required that the Supplier provide monthly invoices to the City in electronic a form. For more information, see Section 1.17 Invoices.

2.9 CONTRACT NEGOTIATION

The City will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. City of Pontiac may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the City determines are in the City's best interest. If negotiations fail to result in a contract, the City reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring

responsive and responsible Proposer. This process may continue until a contract agreement is reached.

2.10 CONTRACT AWARD

Through this RFP process, the City is seeking to award one contract. Award, as determined by the City, will be made to the responsible Proposer whose Proposal the City determines is most advantageous to the City based on the evaluation process and evaluation factors described in this RFP.

2.11 CONTRACT TERM

Fixed Term with City right to terminate on the anniversary date or at any time it is in the City's best interest to do so. The contract term will be two (2) years from the date of executing the contract for services that will be rendered, and as recommended by the Grants & Philanthropy Director, with approval by the City Council.

2.12 COMPENSATION AND METHOD OF PAYMENT

Compensation and method of payment will be negotiated at the time of contract development.

2.13 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this RFP will be required to provide a copy of the insurance policy. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Supplier. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.

PART 3 – PROPOSAL EVALUATION AND INSTRUCTIONS

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

No	RFP Ranking Criteria	Weight
1	Firms proposed approach and methodology for completing the SOW	25 points
2	Prior successful expertise in evidence-based violence prevention strategies, particularly the Group Violence Intervention (GVI) model	20 points
3	Staff experience and team qualifications	15 points
4	Understanding of the SOW	15 points
5	Sensitivity to community engagement need	5 points
7	Clear and conciseness of Gantt Chart and appropriateness of timeline	5 points
8	Section 3.3.1 Social Equity	10 points
9	Organization of proposal	5 points
TOTAL		100 points

3.1 EVALUATION PROCESS FOR WRITTEN RESPONSE

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. If City of Pontiac does not elect to have an oral evaluation, the award will be made to the responsible Proposer with the highest scoring proposal based on the written proposals.

If it is determined to be in the best interest of the City, an oral evaluation will be scheduled. The Proposers with the highest initial scores (the number of proposers will be chosen by the City at the City's discretion) will be invited to an oral evaluation with the evaluation committee. The City reserves the right to offer oral evaluations to more or fewer proposers. The same criteria used to evaluate the written proposals will be used to evaluate the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations.

After the oral evaluation, each evaluator will have the opportunity to independently revise his or her draft score for each evaluation criterion based on the oral presentation. Then the evaluators shall meet during a Proposal Evaluation Session and share their key findings from each Proposer's oral presentation. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final oral presentation scoring by each evaluator will then be summed. The oral evaluation scores and the written evaluation scores will then be combined resulting in a final total score. The award will be made to the responsible proposer with the highest combined score.

3.2 OPTIONAL DISCUSSIONS ON PROPOSALS

The City may, at its sole discretion, engage in oral or written discussions with some or all Proposers regarding their Proposals. The City may conduct discussions for the following purposes:

1. Identifying content considered deficient.
2. Seeking additional information or clarification.
3. Any purpose to permit the City to obtain the best Solution.

Discussions with each Proposer will be based on what is determined by the City to be necessary to fulfill its needs for obtaining the best Solution. Discussions may vary with each Proposer. The City may terminate discussions with Proposers at any time. The City will, however, offer each Proposer the same opportunity to discuss their Proposals.

After evaluation of the Proposals, the City will issue a Notice of Intent to award the contract to the Proposer that deems to best serve the interest of the City. After expiration of the protest period or after the City has provided a final response to any protest, whichever date is later, the City will immediately commence negotiations with the Proposal.

3.3 PROPOSAL FORMAT

Firms are asked to prepare their proposals in the order indicated below.

- a. Provide the owner information. Include the firm's name, address, primary telephone, and email address.
- b. Provide a brief history of the firm, years in business, firm size, and organizational chart.
- c. Identify the firm's approach and methodology to implementing GVI in Pontiac.
- d. Identify the firm's qualifications and experience for completing the scope of work. Please list a minimum of three (3) to five (5) project references completed by the firm within the last 10 years that best represent projects of similar scope, budget, program, and complexity. For each project, include completion date, name and location, budget, and report of successful outcomes.
- e. Identify the team that the firm may assign to the project if the firm receives the bid award. Provide the team's resume.
- f. Provide a Gantt Chart of your firm's project schedule and identify tasks and milestones within the chart.

- g. Include responses to Sections 3.3.
- h. Provide a fee proposal that includes a fixed fee, for year one and two respectively, for services to complete the project.

3.3.1 Social Equity | 10% of total points

The City is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, certified Minority, Women, and Emerging Small Businesses and Service-Disabled Veterans (SDVs), business practices, and health insurance and other benefits for employees. To promote economic growth, the City seeks to maximize the participation of diverse consultants, partners, suppliers, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

1. Workforce Diversity

- A. Describe in detail how your organization develops a diverse workforce.
- B. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity?
- C. Describe the process(es) used to recruit women, minorities, and service-disabled veterans.
- D. What types of projects or initiatives have been implemented?

Evaluation Criteria:

- *Proposer describes efforts used to develop an internally diverse workforce.*
- *Proposer describes the approach to internal diversity mentoring, training, and/or professional development opportunities.*
- *Proposer describes the process(es) used to recruit women, minorities, and service-disabled veterans into the organization.*
- *Proposer describes projects and initiatives implemented.*

2. Minority, Women and Emerging Small Business (MWESB) and SDV

MWESB/SDV Contracting and Past Performance:

- A. Within the past 24 months, have you awarded contracts or conducted business with State of Michigan MWESB/SDV businesses? If yes:
- B. List the State of Michigan MWESB/SDV businesses that your agency/organization/business conducted business with during the past 24 months.
- C. Identify the total volume and total overall percentage of contracts awarded to MWESB/SDV businesses during the past 24 months.
- D. Describe any innovative or successful measures undertaken to work with MWESB/SDV businesses during the past 24 months.
- E. Describe any mentoring, technical or other business development services your organization provided to previous or current MWESB/SDV sub-consultants or partners or will provide in relation to the goods or services in this solicitation.

Evaluation Criteria:

- *Proposer lists the State of Michigan MWESB/SDV businesses they have had contractual relationships with during the past 24 months.*
- *Proposer discloses the total volume and overall total percentage of all contracts awarded to MWESB/SDV businesses.*
- *Proposer describes any innovative or successful measures undertaken to work with MWESB/SDV businesses on previous projects.*

- *Proposer describes any mentoring, technical or other business development services provided to previous or current MWESB/SDV businesses, sub-consultants, or partners, or will provide in relation to the goods and/or services in this solicitation.*

PART 4 – PROPOSAL SUBMISSION INSTRUCTIONS

4.0 JOINT PROPOSALS

Not applicable.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Not applicable.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be computer generated, single-spaced, space-and-a-half or double-spaced. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 11 pt. Proposals using smaller font sizes or smaller margins may be rejected.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, must not exceed fifteen (15) pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages more than the page limitation will not be evaluated.

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 2 – Proposal Questions and Evaluation Criteria. For each item, restate the question, use the same numbering, and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by City of Pontiac where applicable.

4.5 PROPOSAL SUBMISSION

Proposers must upload one (1) electronic PDF file of proposals to BidNet, as instructed on the RFP cover page, **no later than 4:00 p.m.** on the proposal due date. BidNet will not allow Proposers to upload proposals after the deadline. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

4.6 MINIMUM REQUIREMENTS

4.6.1 At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements will result in rejection of the proposal.

1. The Proposal response must be uploaded to the City's solicitation document Group Violence Intervention RFP, SOL NO. 24-699-001, 4:00 P.M. EST on the proposal submission deadline.
2. **Proposer Representations and Certifications**
All Proposers are to submit a SIGNED Proposer Representations and Certifications [Attachment 1], and it will not count against the total page limitation. Failure to sign a completed Proposer Representations and Certifications form may result in rejection of the proposal.
3. The Proposer must provide documents showing that at the time of submitting the proposal, the proposer has an office located in Southeast Michigan.

4.6.2 At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements will result in cancellation of the contract.

1. Proposers must be legal entities, currently registered to do business in the State of Michigan (LARA or Oakland County).
2. Proposers must submit verification that all insurance requirements are met.

4.7 PROPOSER CHECKLIST AND SUBMITTALS

Item:	Description	Page Referenced
1	Attachment 1 Proposer Representations and Certifications form	N/A
2	Attachment 2 Certification Regarding Conflict of Interest	N/A
3	Proposal Questions and Responses Section 3.3	12-14

[Remainder of page intentionally left blank]

ATTACHMENT 1
PROPOSER REPRESENTATIONS AND CERTIFICATIONS

**FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN
REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer will be irrevocable for at least 90 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____ City, State, Zip

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S. Corporation ☐ Non-Profit ☐ Government
☐ Other: _____

MICHIGAN BUSINESS ENTERPRISE
CERTIFICATION NUMBER: _____

☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☐ N/A

ASSURANCES – The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process.
2. The information provided herein is true and accurate.
3. Any false statement may disqualify this offer from further consideration or because of contract termination; and
4. The Proposer will notify the City of Pontiac's Purchasing Manager within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. Of this certification.
4. Have, within a five-year period preceding the date of this certification had a judgment entered against the supplier or its principals arising out of the performance of a public or private contract.
5. Have pending in any state or federal court any litigation in which there is a claim against the supplier or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
7. Compliance with Tax Law. The supplier must pay all taxes owed to a public Supplier and will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which City may terminate the contract and seek damages and other relief available.

ATTACHMENT 2

CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Supplier or Consultant (including its principal participants, directors, proposed consultants, or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to City of Pontiac; or the Supplier's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, City of Pontiac may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer must attach an explanation to their offer. The inability to certify to all the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

ATTACHMENT 3

SAMPLE CONTRACTOR SERVICES CONTRACT

This agreement (hereinafter "Agreement") by and between the City of Pontiac, 47450 Woodward Avenue, a Michigan Municipal Corporation, Pontiac, MI 48342, (hereinafter the "City"), and the _____, _____, a Michigan _____, _____, MI _____ (hereinafter referred to as "Contractor.")

1. Applicable Law: This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

2. Scope of Services: Contractor shall provide all materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the Contractor's _____ dated _____. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. **See Exhibit 1.**

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

3. Contract Documents: The following documents, together with this Agreement, form the entire Agreement, and they are as fully a part of the Agreement as if attached hereto or repeated herein. If any conflicts exist between the terms and conditions of this Agreement and the following numbered list of documents, the terms and conditions of this Agreement are controlling.

- Exhibit 1

4. Compensation: The City shall pay for such services as have been set forth herein within 30 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not exceed the amount of \$ _____. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Pontiac. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
 - (i) The City of Pontiac purchase order number
 - (ii) The date of service
 - (iii) The name of the person providing the service and a general description of the service provided.
 - (iv) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Pontiac
Accounts Payable
Via email to AccountsPayable@pontiac.mi.us

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

5. Standards of Performance: Contractor agrees to perform pursuant to the Agreement in a timely, professional, safe and workmanlike manner consistent with standards in the trade, profession or industry. Contractor agrees that all of the obligations required by it under this Agreement shall be performed by it or by others employed by it and working under its direction and control.

6. Claims and Disputes: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must first request the City's consent to arbitrate. Such request must be made within 30 days from the date the Contractor learns of or should have known the facts giving rise to the claim, dispute or question.

- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction in Genesee County, Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

(f) Any and all arbitration shall be conducted in Oakland County, Michigan.

7. City Income Tax Withholding: Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions. Such withholding shall be at a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Pontiac, and ½% of the compensation paid to the employee who is a non-resident of the City of Pontiac.

These taxes shall be held in trust and paid over to the City of Pontiac in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

8. Disclaimer of Contractual Relationship With Subcontractors: Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

9. Certification, Licensing, Debarment, Suspension and Other Responsibilities: Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

10. Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics or pandemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue within seven days of the discovery of the event.

11. Good Standing: Contractor must remain current and not be in default of any obligations due the City of Pontiac, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a substantial and material breach of this contract, which shall constitute good cause for the termination of this contract.

12. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the

City, arising out of or related to Contractor's performance of the Agreement. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from any payments due under this Agreement or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

13. Independent Contractor: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

14. Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Pontiac. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Pontiac, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Pontiac, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Pontiac with not less than 30 days

advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Pontiac, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Pontiac at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

15. Laws and Ordinances: Contractor shall obey and abide by all of the laws, rules and regulations of the United States, State of Michigan, Oakland County and the City of Pontiac during the performance of this agreement.

16. Modifications: Any modifications to this Agreement must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

17. No Third-Party Beneficiary: This Agreement is for the sole benefit of the parties and their respective successors, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City.

19. Non-Disclosure/Confidentiality: Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

20. Non-Discrimination: The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants. Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

21. Anti-Lobbying: The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2) or for the purpose of litigation against the State or City.

22. Ethics: Pursuant to the Pontiac City Charter § training and be provided with a copy of the ethical standards set forth in the Charter. Therefore, Contractor acknowledges receipt of Pontiac City Charter § and agrees that Contractor and its staff shall abide by the terms therein and

participate in any training provided by the City as may be necessary from time to time.

23. Notices: Notices to the City of Pontiac shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **City of Pontiac Purchasing Manager and City Clerk, City of Pontiac, 47450 Woodward, Pontiac, Michigan 48432**, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to _____, or to such other address as may be designated in writing by Contractor from time to time.

24. Records Property of City: All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City, and shall be disclosed to the City upon request.

25. Severability: If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect.

26. Subcontracting: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

27. Termination: This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its Purchasing Manager, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 14 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

28. Time of Performance: Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay. Contractor and City hereby agree that this Agreement will be fully performed by _____.

29. Union Compliance: Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

30. Waiver: Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

31. Electronic Signatures: This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.

32. Effective Date: This contract shall be effective when executed by all parties.

33. **Governing Law:** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

34. **Venue:** The parties consent to venue in Oakland County courts should any action be brought to enforce the terms of this Agreement.

35. **Whole Agreement:** This Agreement and the documents cited herein contain the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

CONTRACTOR

Date
Its _____

CITY OF PONTIAC, a Michigan Municipal Corp.:

Date
Its _____

Date
Its: [Director]

Date
Its: [Purchasing Manager]

APPROVED AS TO FORM:

Date
[City Attorney]

Exhibit 2

- a. Provide the owner information. Include the firm's name, address, primary telephone, and email address.

Research Foundation of the City University of New York
o/b/o National Network for Safe Communities
John Jay College of Criminal Justice
524 W. 59th St., Ste. 031W
New York, NY 10019

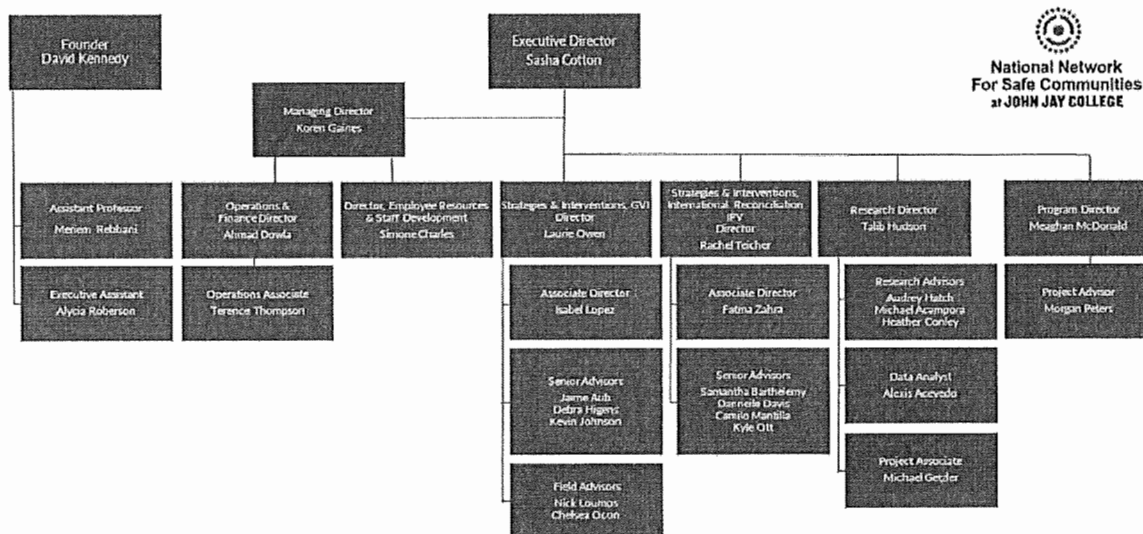
(646) 557-4760
directors@nnscommunities.org

- b. Provide a brief history of the firm, years in business, firm size, and organizational chart.

The National Network for Safe Communities (NNSC), launched in 2009, is a center based at John Jay College of Criminal Justice in New York City that supports communities in developing, taking to scale, and implementing evidence-based strategies to reduce and prevent violence while strengthening the effectiveness and legitimacy of local public safety systems. With an original focus on neighborhood-based gun violence, NNSC has addressed a diverse range of seemingly intractable public safety problems in dozens of jurisdictions across the U.S. and internationally: from gang and intimate partner violence to open-air drug markets and police misconduct. NNSC has a staff of 29 and an annual budget of around \$5,000,000.

NNSC'S approach includes working with jurisdictions to identify serious violent crime problems; assembling partnerships of law enforcement, community leaders, and social service providers; analyzing crime data to identify key drivers of serious offending; strategically using enforcement to minimize collateral consequences while increasing both public safety and police legitimacy; focusing services and community resources on those at the highest risk for violence victimization or offending; and, where applicable, delivering prior notice of the consequences for further offending. In addition to providing strategic advising to jurisdictions implementing these interventions, NNSC facilitates peer support and collaborative learning opportunities to help jurisdictions learn from each another, address common issues, provide a supportive community of practitioners to welcome new partners; and develop an international community of violence prevention best practices.

Organizational chart



c. Identify the firm's approach and methodology to implementing GVI in Pontiac.

Overview of NNSC's approach to implementing GVI

The nature of violence

A substantial body of empirical research has shown that a remarkably small number of highly active people drives most violence and severe community disorder. When those people are locked in the dynamics of gangs, street groups, and drug crews, NNSC'S Group Violence Intervention (GVI) has shown repeatedly that jurisdictions can dramatically reduce violence by assembling a partnership of law enforcement, social service providers, and committed community actors (e.g., parents, leadership from faith-based organizations, street-outreach workers, neighborhood associations, individuals who were formerly involved in violence dynamics, etc.) to engage in ongoing, direct anti-violence communication with these group members. Considering that many group-involved individuals and their broader communities have historically and presently experienced legal estrangement, or sociopolitical and socioeconomic marginalization by race, gender, class, and other factors, an effective and procedurally just approach like GVI is essential to help strengthen the legitimacy of public safety institutions and reduce serious violence.

Direct communication

Direct communication is essential to GVI and is conducted via a "call-in": a face-to-face meeting between assembled members of groups and the strategic partnership, or a "custom notification": a smaller face-to-face meeting between an individual group member and representatives from the partnership, repeated at intervals as necessary. In both scenarios, partners deliver credible messages that 1) take a community moral stance against violence, 2) clarify the legal and enforcement consequences of further violence, and 3) genuinely offer help to those who want it.

Underlying this direct communication is a central operational shift—the GVI partnership puts groups on prior notice that further violence will be met with a swift, specific enforcement response directed at the group as a whole rather than at individuals. Although individual violent offenders may receive the same attention as before, other group members also get new, enhanced attention from police and prosecutors for *any* crimes committed. GVI combines this enforcement message with equally powerful messages against violence from community members whom the group members respect, as well as a streamlined social service structure tailored to the particular needs of group members who seek to leave violence. Together, these messages aim to leverage group dynamics and the power of community moral voices to collectively hold those who commit violence accountable and support meaningful help for those willing to accept it.

The value of partnership and support

Successful implementation requires a strong multilateral partnership—both the most important element and greatest challenge of GVI. The intervention requires that people from disparate backgrounds, often with competing priorities, work together in non-traditional ways towards a single goal: reducing serious violence in their community.

NNSC's specific proposed GVI approach and methodology in Pontiac, MI

NNSC proposes to work with local leadership to implement GVI, including an analysis of the violence dynamics in the country; an in-depth, closed-door working session on GVI for key stakeholders; regular strategic advising from NNSC; and access to management and development tools, peer support networks, and collaborative learning opportunities. If the strategy is implemented with fidelity to GVI's core

principles, Pontiac can expect to see the following at the end of the proposal period: 1) reduction in the targeted crime areas, 2) improvement in interagency law enforcement partnerships, 3) strengthened relationships between law enforcement and community, and 4) increased knowledge and expertise in this work that would allow the city's partnership to consider addressing other serious crime areas using the approach.

Design and development for all NNSC interventions begins by assessing the "facts on the ground" (i.e., who and what are driving serious violence). To that end, NNSC staff will:

1. **Support a comprehensive problem analysis of serious violence in Pontiac.** This includes a group audit, a violent incident review, and an examination and analysis of crime drivers in the county. The group audit aims to uncover all known relationships among groups engaged in serious violence in Pontiac, and the extent to which those groups are driving the most serious violence in the city. The violent incident review includes an analysis of recent shootings and homicides, designed specifically to uncover what is driving the violence. This process examines both the role of groups engaged in violence and other dynamics that may be driving homicides and shootings. Additionally, the incident review considers characteristics of the most serious violent incidents in the community more broadly, including elements of intimate partner violence, overlap with drug or robbery transactions, cycles of retaliation, particular weapons usage, etc. The incident review will also focus specifically on incidents of intimate partner violence to determine what, if any, overlap exists between members of groups and perpetrators of intimate partner violence.

NNSC staff will tailor this problem analysis exercise based on the existing data gathering mechanisms in Pontiac and take advantage of existing expertise around group-related violence dynamics in particular. NNSC expects that this analysis will include data collection with frontline law enforcement—police, probation, parole, county and federal prosecutors, etc.—and will thus tailor the data gathering exercises as appropriate for sharing sensitive information.

2. **Present key findings from the problem analysis and an implementation plan to Pontiac partners.** NNSC will provide an understanding of the crime and violence in selected neighborhoods, specifically, the extent of criminal group activity, and the extent to which factors like drug transactions, robbery dynamics, intimate partner violence, etc. are linked to the most serious incidents of violence. NNSC's presentation will detail the analysis findings and will include concrete, actionable recommendations to address crime and violence. Based on the results of the quantitative and qualitative analysis of street violence dynamics, NNSC will develop and share an implementation plan that both tailors GVI to the local dynamics in Pontiac.
3. **Conduct a one-day working session intervention, tailored to Pontiac, called "GVI University".** Led by NNSC staff, this workshop—what NNSC calls "GVI University"—is a seminar-style discussion with key executive stakeholders (e.g. multiagency law enforcement leadership, community leadership, and committed social service providers). GVI University will provide a comprehensive overview of the GVI framework and an opportunity to discuss with local leadership the additional innovations and investments that can be made to bolster and support the intervention (e.g. police legitimacy training, use of "group shooting scorecards," communications strategy and media outreach, etc.).

Consistent support from expert strategic advisors is critical for helping jurisdictions achieve their implementation goals, as well as collaborative peer learning opportunities and intensive advising sessions that focus on specific operational areas (e.g. custom notifications). To this end, NNSC staff will:

1. **Provide comprehensive, ongoing strategic advising.** NNSC will provide strategic advising to guide key Pontiac partners and stakeholders—including city administration, law enforcement (e.g., police, probation and parole, and prosecutors), social service providers, and community leaders—in shifting how they share information, work toward the common goal of public safety, deliver anti-violence messaging, follow through with services as promised, and execute formal or informal sanctions as needed to reduce violence. This strategic advising will be structured with the specific intention of developing accountability processes and mechanisms that empower the project manager and other local operational partners to ultimately own fidelity of the implementation. NNSC proposes the following elements of strategic advising:
 - a. ***Develop local operational support:*** NNSC will train and support the designated Pontiac-based project manager to coordinate implementation of GVI. NNSC will work closely with the project manager to provide a comprehensive understanding of the GVI theory and the most critical components of an effective implementation, as well as guide the project manager's effective operation within law enforcement, social service, and community contexts.
 - b. ***Ongoing remote strategic advising:*** A team of NNSC's advising staff will conduct dedicated regular calls with the project manager to guide the implementation of GVI, plan and support additional investments in the comprehensive strategy, and provide expert guidance on any challenges that arise. NNSC anticipates that these calls will occur on a weekly basis and will work with the Pontiac team to adjust frequency as necessary as implementation proceeds.
 - c. ***Regular implementation reviews:*** NNSC will introduce the use of a comprehensive implementation review rubric that will serve as a tool for 1) regular assessment of implementation and fidelity to the GVI framework and 2) ongoing strategic planning. An early step in NNSC's strategic advising, and a periodic step thereafter, will be the review of this rubric in partnership with the project manager and core operational team in order to inform the city's implementation plan. Long term, NNSC anticipates that ownership of this regular implementation review process will rest with the project manager to ensure sustainable implementation beyond the duration of this contract.
 - d. ***Regular executive stakeholder engagement:*** NNSC will request periodic phone conferences with the executive stakeholders in Pontiac for the purpose of discussing implementation progress, reviewing the aforementioned rubric, and building consensus around identified short, medium and long-term goals. NNSC anticipates facilitating this quarterly discussion towards the beginning of this contract, but ultimately expects management to shift over time to the project manager, with support and feedback from NNSC.
 - e. ***Intensive in-person strategic advising.*** As needed, NNSC will provide intensive strategic advising sessions to Pontiac partners to assess implementation progress, meet with stakeholders, and guide partners through implementation challenges on the ground.

2. **Access to management and development tools:** NNSC's decades of experience have shown that jurisdictions implementing GVI invariably benefit from ongoing development opportunities for key stakeholders. Moreover, it is equally important that jurisdictions, particularly project managers, are equipped with a core set of tools to support rigorous implementation and manage their own ongoing training needs regarding the core strategy. To this end, the NNSC will offer support in the following areas:
 - a. **Accountability and project management tools:** Strong, ongoing project management is critical to the long-term success of GVI. NNSC has thus developed a series of tools designed to support project managers and other operational leaders to bolster the durability of the intervention. These tools include a Project Management Guide (specific to the implementation of GVI) and tracking documents specific to planning call-ins, tracking messaging, and providing speaker feedback, as well as the aforementioned implementation review rubric.
 - b. **Access to Group Violence Intervention University training modules:** NNSC recognizes that there is a need among local leaders for support in providing ongoing training, refreshers, overviews, etc. to local stakeholders on a regular basis. NNSC has therefore developed a suite of Group Violence Intervention University online modules, each of which is designed to cover specific theoretical and operational topics key to the implementation of the GVI. Topics range from the Nature of Street Groups to Planning a Call-In and are meant to equip local trainers and stakeholders with both the guidance and content necessary to deliver their own trainings. NNSC will make these modules available to Pontiac partners and will work with local leaders to adapt them where necessary to the specific conditions in Pontiac.
 - c. **Topic-specific workshops and webinars:** NNSC will provide Pontiac with opportunities to participate in specialized workshops and webinars as needed on specific elements of the GVI framework, such as custom notifications, shooting reviews, community-police responses to victims of violence, etc. The intent of these workshop/webinar opportunities are to expose key stakeholders to the featured practice or concept for the purpose of strategic planning for local application or rollout and to engage NNSC's partner sites collaboratively in the development of new and promising practices. NNSC's intention is to conduct such workshops and/or webinars regionally where possible in order to facilitate participation from several sites and foster peer dialogue.
3. **Provide peer support and collaborative learning opportunities.** In NNSC's experience, practitioners are more likely to embrace innovations that they learn about from their peers. Decades of experience have helped NNSC build a community of practice with deep expertise in each component of not only GVI, but also other emerging innovations. NNSC regularly engages this community through peer site visits, distance learning, and collaborative workshops to ensure effective implementation, advancement, and sustainability of the strategy within our partner jurisdictions. We convene experts from active jurisdictions to share knowledge of core operational issues such as strategic law enforcement, police legitimacy, support and outreach to active offenders, governance and institutionalization, and other essential areas. Members of the network assist one another with the concrete work in the jurisdictions, develop and share innovations, and work together on a shared agenda. As such, we will promote and conduct virtual and on-site working sessions between Pontiac and other site teams to enhance understanding of GVI and

strengthen implementation capacity. NNSC will support Pontiac in participating in the following collaborative learning methods:

- a. **Peer exchanges and working sessions:** NNSC will support a number of peer exchanges between Pontiac and other NNSC sites as well as Pontiac's participation in working sessions that include other members of NNSC's network. These collaborative opportunities expose sites to different methods, encourage innovations, and help build a national pool of experts in GVI and complementary strategies and innovations.
- d. **Identify the firm's qualifications and experience for completing the scope of work. Please list a minimum of three (3) to five (5) project references completed by the firm within the last 10 years that best represent projects of similar scope, budget, program, and complexity. For each project, include completion date, name and location, budget, and report of successful outcomes.**

As a focused deterrence-based strategy, GVI has earned robust scientific backing. A recent Campbell Collaboration systematic review of formal evaluations found all 12 of the evaluated focused deterrence interventions produced positive results and that the approach overall produced "noteworthy" reductions. Systematic reviews by the United States Agency for International Development, Weisburd et al., and the National Academies of Sciences support that the strategy is the most effective known to reduce community violence, with the National Academies finding that, "focused deterrence programs show consistent crime control impacts on gang violence, street crime driven by disorderly drug markets, and repeat individual offending."

Additionally, GVI has been endorsed by the National Institute of Justice, American law enforcement groups, and national advocacy groups. When implemented properly, cities regularly see rapid reductions in serious violence: on average by two-thirds for group-related homicide. Moreover, these results are typically achieved by using less enforcement and gaining enthusiastic support from affected communities.

NNSC's team is deeply experienced in overseeing projects of this scope, having previously developed and replicated strategic interventions and taken them to scale through a range of major initiatives that include:

- DOJ's Strategic Approaches to Community Safety Initiative (SACSI), which brought the Boston framework to ten cities nationally and produced substantial violence reductions¹;
- The DOJ's Drug Market Intervention Initiative, which brought NNSC's street drug market elimination strategy to 18 cities;
- A partnership with DOJ's Office of Violence Against Women, which brought NNSC's Intimate Partner Violence Intervention to three cities;
- The six-city Obama Administration National Initiative for Building Community Trust and Justice, which featured the police/community reconciliation approach that has emerged from NNSC's work on gang and group violence;
- A partnership with USAID and Mexico to adapt GVI to three cities in the state of Nuevo Leon and one city in the state of Chihuahua; and
- The management of site support for more than three dozen cities currently implementing our

violence prevention interventions.

Three examples of city-based GVI implementations, similar to what is being proposed in Pontiac in scope and complexity, are as follows:

1. Cedar Rapids, IA
 - a. Completion date: 12/31/2023
 - b. \$270,000
 - c. Outcomes: In 2022, Cedar Rapids saw 115 shots fired through November — the same as through November 2021, which is 29.5 percent lower than the same period in 2020.
2. Miami Dade, FL
 - a. Completion date: 12/31/2023
 - b. \$600,000
 - c. Outcomes: GVI in Miami Dade County has been implemented in the North, South, and Intracoastal Districts. See below for details.

Shootings January 1 to July 2023	2021	2022	2023	% Change 2021 vs 2023	% Change 2022 vs 2023
Intracoastal	76	47	63	-17%	+34%
Northside	133	124	122	-8%	-2%
South	161	117	80	-50%	-32%

3. Davenport, IA
 - a. Completion date: 3/31/2024
 - b. \$385,000
 - c. Outcomes: From 2020-2021, the city saw a 26.5% reduction in shootings and in 2022 they saw another 17.4% reduction in shootings.

For each of these three projects, NNSC worked with the city over a number of years and the city reached the point where they no longer needed regular strategic advising from NNSC, or are in the process of wrapping up their project term with NNSC, though their GVI implementations are still underway. Partners from these three jurisdictions still access our network's learning opportunities and reach out with questions, as needed.

- e. **Identify the team that the firm may assign to the project if the firm receives the bid award. Provide the team's resume.**

The implementation of the proposed project will be overseen by NNSC's management team, including Executive Director Sasha Cotton, Strategies and Interventions Director Laurie Owen, and Deputy Strategies and Interventions Director Isabel Lopez. Ms. Owen and Lopez oversee a team of advisors who provide direct support to our existing partner cities. They will play a crucial role in guiding the advising of the

Pontiac GVI implementation. With Executive Director Cotton's support and leadership, Owen, Lopez, and the rest of the leadership team have built the capacity to lead all aspects of our work independently and as a team and are perfectly situated to lead the work outlined in this proposal. We will also rely on the experience and knowledge of our accomplished in-house team of advisors, field researchers, and data analysts to complete the project. NNSC has significant advising capacity, with teams of advisors who are experts in group violence, intimate partner violence, reconciliation and trust-building between police and communities, and international violence dynamics. The lead advisor for this project will be Kevin Johnson.

See the end of this application for resumes for Laurie Owen, Isabel Lopez, and Kevin Johnson.

f. Provide a Gantt Chart of your firm's project schedule and identify tasks and milestones within the chart.

Pontiac, MI GVI Project Schedule and Key Milestones

Category	Deliverable	ASAP	Year 1				Year 2			
			Y1, Q1	Y1, Q2	Y1, Q3	Y1, Q4	Y2, Q1	Y2, Q2	Y2, Q3	Y2, Q4
Project design	NNSC to present a tailored "GVI University" to key site stakeholders									
Project design	NNSC to conduct Problem Analysis									
Project design	NNSC to present Problem Analysis findings									
Project management	Identify and hire a Project Manager									
Project management	Identify the law enforcement lead									
Project management	Identify and hire support and outreach capacity									
Project management	Identify operational points of contact for each law enforcement agency									
Project management	Reconvene stakeholders to review this implementation plan and the status of work so far, set goals, and agree on a timeline for city's first call-in.									
Project management	Establish a working group comprising project management, law enforcement, support and outreach, and/or community moral voice operational leads									
Project management	Establish a formal executive governing board to provide oversight to implementation									
Project management	Establish and begin building out formal operational working groups for the aforementioned partners (law enforcement, support & outreach, and community moral voice).									
Advising support	NNSC to conduct a shooting review training									
Advising support	NNSC to conduct a custom notifications training									
Advising support	Integrate working group into regular strategic advising with NNSC									
Advising support	NNSC to host additional intensive in-person advising sessions									
Advising support	NNSC to host additional trainings and workshops									
Peer learning	NNSC to facilitate peer support and collaborative learning opportunities									
GVI operations	Launch weekly shooting reviews									
GVI operations	Launch custom notifications									
GVI operations	Host first call-in									

g. Include responses to Sections 3.3.

Social equity

Workforce diversity

As an organization comprising approximately 50 percent women and 50 percent staff of color, under the leadership of a nationally renowned Black female pioneer in community anti-violence prevention, NNSC is strongly committed to workplace diversity. NNSC actively recruits from Historically Black Colleges and Universities (HBCUs) and encourages applications from those with lived or practitioner experience in violence prevention, versus solely higher education requirements that may not be equitably accessible across demographics.

Internally, NNSC has held staff anti-racism trainings featuring national experts. NNSC has also launched an “anti-racism working group” where interested staff members share their insights and support organization-wide efforts such as education during Black History Month, communication and service opportunities around Martin Luther King Jr. Day and Juneteenth, and aggregate and address broader staff feedback about how to address white supremacy. All members of NNSC’s senior leadership team have annual performance-related anti-racism goals.

h. Provide a fee proposal that includes a fixed fee, for year one and two respectively, for services to complete the project.

NNSC requests a fixed fee of \$283,952 to complete this project, including \$184,976 in year one and \$98,976 in year two.

LAURIE OWEN

EDUCATION

Fordham University, New York, New York MSW *August 2022*

University of Cincinnati, Cincinnati, Ohio MS in Criminal Justice *December 2013*

Peru State College, Peru, Nebraska BS in Criminal Justice Counseling *May 2011*

Westchester Community College, Valhalla, New York Associates in Liberal Arts and Humanities *December 1997*

EMPLOYMENT

National Network for Safe Communities, New York, NY

October 2016-Present

Director

- Responsible for providing guidance to jurisdictions across violence reduction, operational and budgetary guidance and analysis, business development of new external opportunities.
- Research and Develop new approaches to violence prevention and for pursuing new ideas and projects.
- Utilize reconciliation, legitimacy and focused deterrence methods to directly advise high profile and/or complex jurisdictions and all staff advising.
- Lead team in conducting an advanced level of work to drive sustainable reductions in community violence in partner sites around the United States and internationally.

Associate Director

- Work collaboratively on highly sensitive matters of violence and community safety.
 - Build and manage strong, functional, and collaborative relationships with high-level government, community and law enforcement leaders; partner organizations; and academics.
 - Provide support to local project management teams with a specific focus on providing technical guidance and ensuring retention of the core principles of NNSC's Group Violence Intervention Strategy (GVI). This is done through in-person communication, regular advising calls, and fostering peer exchanges with partner cities.
 - Represent NNSC's GVI portfolio in public, for example at conferences and roundtables.
 - Continuously review operational data to achieve desired public safety outcomes by incorporating the best available evidence.
 - Provide training and workshops to law enforcement personnel around procedural justice, minimizing sanctions and limiting footprint in communities with a focus on building and strengthening police/community relationships.
 - Write training tools for law enforcement that focus on reducing violence utilizing the GVI platform.
-

New York State Division of Criminal Justice Services, Albany, NY

January 2015-October 2016

Senior Training Technician (Police)

- Program Representative for the Gun Involved Violence Elimination Unit (GIVE) which implements evidence based strategies, to reduce gun violence in the jurisdictions outside of NYC with the highest levels of gun violence in NYS.
- Assisted in the writing of the request for proposals, selecting submissions, and executing the grant funding for GIVE sites.
- Monitored deliverables to ensure fidelity to strategies for each site.
- Worked with Police Chiefs, law enforcement command staff, local leaders and Project Managers to implement several different evidence based strategies to include Group Violence Intervention, (GVI) utilizing existing infrastructure in a jurisdiction.
- Supported implementation, training, budget management, and progress reporting for sites utilizing the GIVE grant funding.

Town of Westport, Westport, CT Police Officer

October 2003-October 2007

Isabel Lopez

39 New Rd · Newburgh, New York 12550 · (845) 248-1003 · Email irojas73@aol.com

PROFESSIONAL EXPERIENCE

Project Manager Orange County District Attorney's Office, NY June 2015- Present

- Implement GVI in the City of Newburgh, including conducting and facilitating offender call-ins, and of other GIVE initiatives.
- Manage and maintain strong working relationships with stakeholders, including city, county, state, and federal law enforcement partners; community-based organizations; and social service providers.
- Work with project partners to communicate to the community the purpose, mission, and outcomes of GVI and of other GIVE initiatives.
- Work with the John Jay College of Criminal Justice technical assistance team for hands-on support of key project components.

- Work with partners to ensure that adequate resources are available and that barriers to success are removed.
- Maintain communication with stakeholders, including government officials, community groups, project partners, and staff.
- Communicate progress to all relevant stakeholders, both in written and oral forms.
- Maintain project uniformity and integrity.
- Ensure that all activities are in alignment with the overall project mission and are in direct support of established project goals, objectives, policies, and protocols, while allowing for unique local conditions, resources, and needs.

Program Director Center for Hope/NHS, NY October 2011- May 2015

- Provide support to executive leadership and staff in the areas of planning, management, program execution and communications
- Work with executive leadership and staff to design a cohesive and comprehensive youth development program for youth ages 11-21 years of age
- Foster relationships among local schools, businesses, local Law Enforcement and other community youth and education programs to enhance the development of the center

Intake Specialist NHS, NY November 2010– October2011

Police Officer Port St. Lucie Police Department, FL March 2008 – May 2010

Police Officer Palm Beach Police Department, FL January 2007 – Nov 2007

Case Specialist BI Incorporated, FL March 2006 – January 2007

Police Officer New York City Police Department, NY March 2000 – November 2005

EDUCATION

Masters of Public Administration (June 2016) Kaplan University

BA in Deviant Behavior/Social Control

John Jay College of Criminal Justice – New York, NY 1999

KEVIN JOHNSON

407-955-3578 | kallenjohnson114@gmail.com

Professional Experience

Black AIDS Institute, Los Angeles CA 9/2019 – 1/2022

National Organizer: Developed, coordinated and maintained a national intersectional network of community-based organizations, service providers, health professionals, people living with HIV & AIDS, social justice groups and volunteers to end the HIV epidemic in Black communities across America. Facilitated multi-day trainings related to HIV science and research, social determinants of health, community organizing and advocacy. Reported and tracked progress of organizing and field efforts of the Black Treatment Advocacy Network (BTAN) and other projects. Developed and maintained relationships, partnerships, and coalitions with organizations, community members/leaders, and public officials to advance BAI's goals and BTAN.

Coaching Corps, Boston MA 8/2017-2/2019

Regional Director: Developed and drove strategies to reach at least 75% of annual coach recruitment goals in the regional portfolio. Ensured that coaches were successfully trained and prepared to deliver curriculum with fidelity. Responsible for the growth and engagement of new community and university partners in the New England region. Delivered sports-based youth development and character building trainings to coaches and staff of partner organizations. Provided ongoing support to Team Captains based in the region.

Teach Plus, Boston MA 9/2015 – 7/2017

Massachusetts Program Manager-Consultancy: Responsible for new program development, program operations, recruitment and selection, and financial management of key programs that recruit, select and train teacher leaders to expand their instructional influence with schools and districts. Provided administration of two organizational teacher leadership initiatives that tailored to the needs of schools and districts. Built new relationships and strengthened existing relationships with schools and community stakeholders.

The Community Builders, Inc. Boston MA 07/2014 – 7/2015

Community Life Operations Manager - Family Sites: Responsible for providing program design, development, evaluation support, technical assistance and coaching for six sites implementing the Community Life initiative located in New England, the Mid-Atlantic and Mid-West. Lead efforts to create necessary systems and infrastructure to support site level implementation of work plans.

Madison Park Development Corporation, Roxbury, MA 12/2008 – 12/2013

Director of Community Action: Directed all department operations including budget, staff and work plan. Strengthened existing programs such as: Violence Prevention & Public Safety; Youth Development and Civic Engagement. Launched two new programs: Resident Leadership and Health Equity & Community Wellness. Strengthen the agenda and work of the RoxVote Coalition and other civic engagement

activities such as candidate forums, phone-banks and delegation meetings. Coordinated the design and installation of two community murals. Developed curriculum for several community Resident Leadership Training Series. Served as Incident Commander for the Roxbury Trauma Response Team.

Cornu Management Company, Boston, MA 05/2007 - 12/2008

Director of Resident Services & Youth Program Coordinator: Supervised on-site team of Resident Service Coordinators (RSC) to ensure that residents maintain tenancy. Worked with property management team to address issues such as rent arrearages, poor housekeeping and resident conflicts. Provided advocacy and referrals to appropriate agencies for family and individual support services. Responsible for planning, coordinating and hosting community building activities to create a sense of community harmony. Networked and coordinated with all service-providing agencies to ensure high quality of services to residents. Managed the company's Youth Employment Program.

University of Massachusetts/Boston, Boston MA 04/2004 – 06/2006

Project Manager-Consultancy : Spearheaded several projects for a Housing and Urban Development (HUD) Community Outreach Partnership Center (COPC) grant; establishing a Positive Youth Development Committee; recruited residents and community members in a public art project; re-established of a community vegetable garden for individuals who lived, worked or learn in the community; recruitment of residents, youth, businesses/institutions and other community stakeholders to plan and participate in a one-day visionary charrette to explore the issues of public safety, transportation and open space/recreation. Coordinator with faculty and university programs to create community-based service learning and experiential education projects.

Housing Opportunities Unlimited (Harbor Point Apartments), Dorchester MA 10/2004 – 05/2006

Director of Resident Services: Accountable for the day-to-day operations of the onsite social services/resident services agency for the largest mixed-income housing community in New England. Worked with residents and their families to ensure lease compliance and sustained tenancy (i.e. rent arrearages, housekeeping, conflict resolution and youth issues). Provided advocacy and referrals to appropriate agencies for family and individual support services. Responsible for coordinating and hosting community building activities to create a sense of community harmony. Networked and coordinated with all service providing agencies to quality of services to residents. Provided organizational oversight for all on-site youth providing agencies.

Harbor Health Services, Dorchester MA 09/1997 – 10/2004

Youth & Social Services Coordinator: Responsible for the development and implementation of social services and educational programs which include a comprehensive information and referral network, youth crisis programming, family advocacy, short-term individual and family counseling services. Additional responsibilities included the coordination, management and facilitation of several age and gender specific youth group programs and health center outreach events. Administrative duties included the hiring and supervision of the Health Education Consultant and youth group supervision of Boston College-School of Social Work Interns. Provide proposal and grant preparation, monthly and quarterly

reporting, and successfully managed numerous grant proposals (i.e. budgets, goals and objectives and staff supervision).

Education

Boston University, Nonprofit Management and Leadership Graduate Certificate

Springfield College School of Human Services (Boston Campus) Bachelor of Science in Human Services

NeighborWorks® America Community Engagement Certificate

The Trauma Center Advanced Certificate Trauma Response and Psychological First Aid

ⁱ Roehl, Jan, Dennis P. Rosenbaum, Sandra K. Costello, James R. Coldren Jr., Amie M. Schuck, Laura Kunard, and David R. Forde. "Paving the way for project safe neighborhoods: SACSI in 10 US Cities." National Institute of Justice Research in Brief (2008).

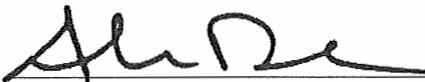
CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Supplier or Consultant (including its principal participants, directors, proposed consultants, or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to City of Pontiac; or the Supplier's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, City of Pontiac may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer must attach an explanation to their offer. The inability to certify to all the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature:  Date: 02/28/24

Print Name & Title: Ahmad Dowla, Director of Operations & Finance, NNSC

Contact Person for this Procurement: Ahmad Dowla

Phone: 212 621 3791 Email: adowla@jjay.cuny.edu

PROPOSER REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer will be irrevocable for at least 90 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: Research Foundation of CUNY o/b/o National Network for Safe Communities (NNSC)

ADDRESS: 230 W 41st St City, State, Zip New York, NY 10036

TELEPHONE NO: (212) 621-3791

STATE OF INCORPORATION: NY DATE OF INCORPORATION: 01/24/63

BUSINESS DESIGNATION: ☐ Corporation ☐ Sole Proprietor ☐ Partnership
☐ S. Corporation ☒ Non-Profit ☐ Government
☐ Other: _____

MICHIGAN BUSINESS ENTERPRISE
CERTIFICATION NUMBER:

☐ Minority Owned ☐ Woman Owned ☐ Emerging, Small ☒ N/A

ASSURANCES – The Proposer attests that:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process.
2. The information provided herein is true and accurate.
3. Any false statement may disqualify this offer from further consideration or because of contract termination; and
4. The Proposer will notify the City of Pontiac's Purchasing Manager within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. Of this certification.
4. Have, within a five-year period preceding the date of this certification had a judgment entered against the supplier or its principals arising out of the performance of a public or private contract.
5. Have pending in any state or federal court any litigation in which there is a claim against the supplier or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
7. Compliance with Tax Law. The supplier must pay all taxes owed to a public Supplier and will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which City may terminate the contract and seek damages and other relief available.

Group Violence Intervention RFP



Ahmad Dowla
Director, Operations & Finance, NNSC
02/28/24