

PONTIAC CITY COUNCIL

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



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

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

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

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

81st Session of the 11th Council

April 18, 2023 at 6:00 P.M.

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

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

April 11, 2023 City Council Meeting Minutes

Special Presentation

1. \$1.25 Million SEMCOG Streetlamp Replacement Grant 'Awarded to the City of Pontiac'

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

2. Zoning Text Amendment for Mixed Use District Language Updates including Zoning Text Amendment regulating Donations Bins and Zoning Text Amendment regulating Container Pods (**First Reading**)

Resolutions

Department of Public Works (DPW)

3. Resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDWP Street Sweepers.

Grants

4. Resolution to approve Community Foundation for Southeast Michigan Grant funded contract with Baker Tilley

Public Comment (Three Minutes Time Limit)

Discussions

5. Citywide Cleanup Activities Underway
6. Annual Dog Licensing Requirements in Michigan, Dog Licenses Available with Oakland County until June 1, 2023 (delinquency and higher licensing fees begin June 2, 2023)

Communications

City Council

7. Pontiac Community Foundation is hiring part-time drivers for the M1 Mobility initiative starting at \$20 per hour. Inquire at hr@pontiaccommunityfoundation.org or (248) 246-6606.
8. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland county Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org
9. Oakland Livingston Human Service Agency (OLSHA) is Now enrolling for Home Based Early Start for Children ages 0 to 3, with tuition-free weekly sessions with early childhood educators at your home, start the enrollment process today by calling (248) 209-2600 or visiting www.olsha.org/early-head start
10. Oakland Livingston Human Service Agency (OLSHA) is hiring for multiple positions, with paid vacation, health benefits, retirement plans, paid business and education leave, and tuition reimbursement. Find out more by visiting www.olhsa.org/employment
11. Third Tuesdays Global Music Jam at the PLAT, April 18 and May 16, 2023 at 6:00pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac, Oakland University Professors Mark Stone and Patrick Fitzgibbon lead a jam session of various musicians, from students to professional area musicians, creating a world music experience
12. Epiphany Studios Earth Day Paperweight Workshop, April 22, 2023 from 10:00 am to 3:00 pm, held at Epiphany Studios, 770 Orchard Lake Road, Pontiac 48341
13. Coordinated Approach to Childhood Health (CATCH) Training by Oakland County Sheriff PAL, April 28, 2023 from 9:00 am to 4:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341; for adults working with preschoolers, before and after school programs or summer programs; for more information email lfuller@sheriffpal.com
14. The Montessori School Open House, May 6, 2023 from 10:00 am to 12:00 pm, held at the Montessori School, 825 Golf Drive, Pontiac 48341, for more information visit www.themsr.net
15. Epiphany Studios Spring Open Studio, featuring Gallery and Workshops, May 6 and May 7, 2023 from 10:00 am to 6:00 pm, held at Epiphany Studios, 770 Orchard Lake Road, Pontiac 48341
16. Garden of Cocktails Fundraiser for Micah 6 Community, May 11, 2023 from 7:00 to 10:00 pm, held at Golden Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For tickets and more information, visit micha6community.networkforgood.com
17. Bound Together Benefit Fundraiser for their Pontiac After-School Tutoring Program, May 13, 2023 from 4:00 to 6:00 pm, held at Sylvan Lake Community Center, 2456 Pontiac Drive, Sylvan Lake 48320, contact

Executive Director Michele Wogaman for more information at (248) 875-5768

18. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023
19. Oakland County's Historical Society 147th Annual Meeting, May 20, 2023 at 11:00 am, held at Wisner School, 441 Cesar E. Chavez Avenue, Pontiac 48342
20. 13th Annual Stomp Out Violence: Community Healing Fair by the Identify Your Dream Foundation, May 29, 2023 at 11:00 am, held at Wisner Memorial Stadium, 441 Cesar E. Chavez Avenue, Pontiac 48342
21. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023
22. Art Fish Fun Festival at Beaudette Park, June 10, 2023 from 11:00 to 4:00 pm, held at Beaudette Park, Orchard Lake Road, Pontiac 48341
23. Elam Family and Friends Block Party, July 15, 2023 from 11:00 am to 7:00 pm, held at 485 S. Sanford, Pontiac 48341

Mayor's Office

24. Annual City-Wide Community Cleanup Happening April 17-April 23, 2023

Closing Comments

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

Adjournment

CONSENT AGENDA A

April 11, 2023 Draft

**Official Proceedings
Pontiac City Council
80th Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, April 11, 2023 at 6:02 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathy Dessureau

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was present
A quorum was announced.

Excuse Councilmembers

Motion to excuse Council Pro-Tem William Carrington for personal reasons. Moved by Councilperson Rutherford and second by Councilperson Parker.

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

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Parker. Discussion.

Motion to amend the agenda to add a resolution for Closed Session to discuss a letter for the City Attorney regarding the election petition filed with the Michigan Employment Relations Commission as permitted by MCL 15.268(c) and MCL 15.268(h). Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Motion to amend the agenda and add on discussion #17 for Education Justice Meeting. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

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

Consent Agenda

23-141 **Resolution to approve the consent agenda for April 11, 2023.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City Council has reviewed the consent agenda for April 11, 2023.
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for April 11, 2023 including March 9, 2023 Finance and Personnel Subcommittee Meeting Minutes, March 27, 2023 Law and the Courts Subcommittee Meeting Minutes, April 3, 2023 Economic Development, housing and Planning Subcommittee Meeting Minutes and April 4, 2023 City Council Meeting Minutes.

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

Subcommittee Reports

1. Communications, Engagement & Operations
2. Economic Development, Housing & Planning
3. Facilities & Property
4. Finance & Personnel
5. Law & The Courts
6. Parks, recreation & Public Works

Recognition of Elected Officials – None

Agenda Address

1. Carlton Jones addressed item #14
2. James McQueen addressed add-on item #17 (Education Justice Meeting)

Ordinance

2408 **Zoning Map Ordinance Amendment with Conditions at 484 Auburn Road. (Second Reading)** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

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

****Ordinance #2408 attached as Exhibit A after the minutes****

Council Pro-Tem William Carrington arrived at 6:36 p.m.

Resolutions

Planning

23-142 **Resolution to authorize the Mayor to execute the conditional rezoning agreement regarding 484 Auburn Avenue.** Moved by Councilperson Carrington and second by Councilperson Parker.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City

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of Pontiac Zoning Ordinance Map to conditionally rezone 484 Auburn Avenue; specifically to amend the Zoning Ordinance Map which list 484 Auburn Avenue as C-1 Local Business to C-3 Corridor Mixed Use District in accordance with the Conditional Rezoning Agreement.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject 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 authorizes the Mayor to Execute the Conditional Rezoning Agreement regarding 484 Auburn Avenue.

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

No: None

Resolution Passed

****Conditional Rezoning Agreement for 484 Auburn Avenue attached as Exhibit B after the minutes****

City Council

23-143

Resolution acknowledging Armenian Genocide Remembrance Day. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas, 1.5 million men, women, and children of Armenian descent were victims of the genocide perpetrated by the Ottoman Empire in 1915, and thereafter; and,
Whereas, the killing of the Armenian people was accompanied by the systematic destruction of churches, schools, libraries, treasures of art, and cultural monuments in an attempt to eliminate all traces of the civilization with a history of more than three thousand years; and,
Whereas, there is great value in raising awareness about this dark chapter in the history of humanity, not only because it is an undeniable fact in world history, but also because learning more about this unconscionable tragedy will better help us understand the necessity of eliminating hatred; and,
Whereas, Pontiac has been home to Armenian residents and business owners for more than a century, including families that fled the genocide and relocated to America, settling in our Pontiac community; and,

Whereas, each year Armenians throughout the world honor those who perished from 1915 to 1923, with April 24th acknowledged as the Armenian Genocide Remembrance Day by many governmental bodies and municipalities; now,

Therefore, Be It Resolved, the Pontiac City Council hereby recognizes April 24, 2023 as Armenian Genocide Remembrance Day in the City of Pontiac; and further

Resolved, we pause to reflect on the brutality of this chapter in world history, and remember the lives lost during the Armenian Genocide; and further

Resolved, the City Council acknowledges, respects, and celebrates the integral role of the Armenian-American community in our economy, culture, and identity of the United States and our home of Pontiac, Michigan.

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

No: None

Resolution Passed

Councilman Nicholson was absent during the vote

Department of Public Works (DPW)

23-144

Resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$ 99,214 to account 285-485-977.007-ARPDW Mowers, \$10,998 to account number 285-458-977.009-ARPDW Trailers, and \$2,000 to account number 285-458-977.008-ARPDW Special Equipment. Moved by Councilperson James and second by Councilperson Goodman.

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WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$1,000,000 to pedestrian enhancements and DPW Support; and,

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the administration is proposing the purchase of 8 mowers, 2 trailers, and other special equipment to aid the Department of Public Works staff in blight removal and park maintenance; and,

WHEREAS, the following budget amendment reflects funding for the associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$112,212, representing the purchase of the aforementioned equipment.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to establish budget appropriations in the amount of \$ 99,214 to account 285-485-977.007-ARPDW Mowers, \$10,998 to account number 285-458-977.009-ARPDW Trailers, and \$2,000 to account number 285-458-977.008-ARPDW Special Equipment.

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

No: None

Resolution Passed

Finance

Resolution to approve the proposed budget amendment for Budget Year 2022-2023.

Increase the appropriation in the following GL accounts: 249-371-702.000 – Salaries & Wages - \$19,140, 249-371-715.000 – FICA City Contribution - \$1,465 249-371-716.000 – Medical Insurance - \$3,000 249-371-718.500 – MERS Employer Contribution - \$975. Moved by Councilperson Rutherford and second by Councilperson Nicholson. Discussion.

Motion to amend Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts: 249-371-702.000 – Salaries & Wages - \$19,140, 249-371-715.000 – FICA City Contribution - \$1,465 249-371-716.000 – Medical Insurance - \$3,000 249-371-718.500 – MERS Employer Contribution - \$975. Moved by Councilperson Parker and second by Councilperson Rutherford.

The appropriation for GL Account number 249-371-702.000 – Salaries & wages – shall be increased by ~~\$119,140~~ \$19,140.

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

No: None

Motion Carried

23-145 **Amended Resolution to approve the proposed budget amendment for Budget Year 2022-2023. Increase the appropriation in the following GL accounts: 249-371-702.000 – Salaries & Wages - \$19,140, 249-371-715.000 – FICA City Contribution - \$1,465 249-371-716.000 – Medical**

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Insurance - \$3,000 249-371-718.500 – MERS Employer Contribution - \$975. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, the Building Inspection Division is in urgent need of an Inspector to work in the ARPA Housing Rehabilitation Program.; and

WHEREAS, the Building Inspector is proposed to be paid at an annual salary of \$76,550:

WHEREAS, the Building Division require additional funding for the period from April through June in the current fiscal year to pay for this essential service; and

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Building Division:

The appropriation for GL Account number 249-371-702.000 – Salaries & Wages - shall be increased by \$19,140.

The appropriation for GL Account number 249-371-715.000 – FICA City Contribution - shall be increased by \$1,465.

The appropriation for GL account number 249-371-716.000 – Medical Insurance - shall be increased by \$3,000.

The appropriation for GL account number 249-371-718.500 – MERS Employer Contribution - shall be increased by \$975.

BE IT FURTHER RESOLVED that the total increase in appropriation for these four (4) items for the Building Division shall be \$24,580.

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

No: None

Resolution Passed

Grants

23-146

Resolution to authorize application for Environmental Justice Government-to-Government (EJG2G) program through EPA. Moved by Councilperson Carrington and second by Councilperson Rutherford.

WHEREAS, the City of Pontiac desires to submit an application to the Environmental Justice Government-to-Government Grant Program through the U.S. Environmental Protection Agency Office of Environmental Justice and External Civil Rights; and,

WHEREAS, the grant program requires that the City of Pontiac certify compliance with all Grant Program requirements; and,

WHEREAS, The City of Pontiac will submit an application to the EJG2G program to fund blight remediation and prevention work related to public dumping; and,

WHEREAS, the grant program does not require matching funds.

THEREFORE, BE IT RESOLVED that the Pontiac City Council hereby authorizes participation in the Environmental Justice Government-to-Government Grant Program through the U.S. Environmental Protection Agency Office of Environmental Justice and External Civil Rights.

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

No: None

Resolution Passed

Purchasing

23-147

Resolution approving Abatement Services Contractors for the Home Repair Program. Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, The Purchasing Division has completed its due diligence by requesting a contract in accordance with the City's municipal code, Division II. Purchasing, Section 2-519;

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WHEREAS, the Purchasing Manager is requesting to establish a three-year agreement with contractors, which covers the same period of The Home Repair Program;

NOW, THEREFORE, The Pontiac City Council approves the bid award and that the mayor executes a three-year agreement, with options to renew, with Metropolitan Environmental, LLC, CTI Contractor Services, LLC, and Lake Star Construction Services, Inc.

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

No: None

Resolution Passed

Public Comment

1. Carlton Jones
2. Beatrice Wright
3. Claude Vinegar
4. Renee Beckley

Discussions

Speed Humps Implementation in our Neighborhoods

Affordable Housing Needs in the Community

Education Justice Meeting (**Agenda Add-on**)

Closed Session

23-148 **Resolution to enter into closed session at 8:19 p.m. (Agenda add-on)** Moved by Councilperson Goodman and second by Councilperson Nicholson.

NOW, THEREFORE BE IT RESOLVED, the City Council goes into Closed Session to discuss a letter for the City Attorney regarding the election petition filed with the Michigan Employment Relations Commission, as permitted by MCL 15.268(c) and MCL 15.268(h)."

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

No: None

Resolution Passed

Motion to come out of Closed Session at 8:53 p.m. Moved by Councilperson Carrington and second by Councilperson Nicholson.

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

No: None

Motion Carried

Councilwoman Rutherford was absent during the vote

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Councilman Brett Nicholson gave first closing comments then left the meeting, Mayor Greimel, Councilwoman Melanie Rutherford, Councilman Mikal Goodman, Councilwoman Kathalee James, Councilman William Parker Jr., Council President Pro-Tem William Carrington and Council President Mike McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 9:10 p.m.

Garland S. Doyle
City Clerk

DRAFT

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. 2408

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 SPECIFIC PARCELS ON THE SOUTH SIDE OF AUBURN BETWEEN WOODWARD AND MARTIN LUTHER KING, SUBJECT TO THE AGREED UPON CONDITIONS.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, commonly referred to as 484 Auburn, Parcel ID: 14-33-205-021/22, from C-1 Local Business to C-3 Corridor Commercial with CR Conditional Rezoning, this Amendment is subject to the Conditions as described in Section 3.

Provided Legal Description:

T3N, R10E, SEC 33 OSMUN GARDENS NO. 2 LOTS 4 TO 8 INCL

Section 2. Conditions.

Said amendment is conditioned as provided in the voluntarily agreed Conditional Rezoning Agreement entered into between the City of Pontiac and 484 Auburn, LLC, which include:

- a) No heavy machinery will be utilized on the premises; and
- b) The property will not utilize any outside storage except for dumpsters.

If the conditions as described above, and any other conditions as provided in the Conditional Rezoning Agreement, are not adhered to, the property in this Amendment will revert back to C-1 Local Business.

Section 3. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 4. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

**CITY OF PONTIAC
CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the “**Agreement**”) is made this ____ day of _____, 2023, by and between THE CITY OF PONTIAC, with its offices located at 47450 Woodward Ave., Pontiac, MI 48342 (the “**City**”), and 484 Auburn, LLC (“**484 Auburn**”) with its principal office located at 4301 Orchard Lake Rd., Ste. 180-225, West Bloomfield, MI 48323.

THE PARTIES RECITE THAT:

WHEREAS, the 484 Auburn owns certain parcels of real property located within the City of Pontiac, which is commonly described as follows:

484 Auburn Ave., Pontiac, MI 48342

WHEREAS, 484 Auburn seeks re-zoning of the property described in **Exhibit A**. The Property is currently zoned as Local Business (C-1) and 484 Auburn is requesting that the property be rezoned to Corridor Mixed Use District (C-3).

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily offered by the owner of land, including an agreement between the City and the 484 Auburn, may become a condition of rezoning of the Property; and

WHEREAS, the 484 Auburn submitted the Application for Conditional Rezoning, which was supplemented by the Offer of Conditions on March 15, 2023 all attached as **Exhibit B** (collectively “**Application**”), voluntarily offering, in writing, certain conditions to rezone the Property as set forth above, subject to the conditions of this Agreement; and

WHEREAS, the City Planning Commission on [REDACTED], held a Public Hearing on the request for Conditional Rezoning and proposed amendment to the City's Zoning Map Ordinance; and

WHEREAS, the City Council on [REDACTED], voted to approve the request for Conditional Rezoning and adopted Ordinance No. [add Ordinance number] to amend the City's Zoning Map Ordinance based upon the conditions set forth in this Agreement and the attached Exhibits;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the City and the 484 Auburn agree as follows:

1. CONDITIONAL REZONING, PROJECT DEVELOPMENT, AND CONDITIONS AND EXCEPTIONS TO USE OF PROPERTY

A. **Conditional Rezoning.** Consistent with MCL §125.3405, the Property has been conditionally rezoned from the classification(s) Local Business (C-1) to Corridor Mixed Use District (C-3) as set forth above, with conditions as approved by the City Council based upon the 484 Auburn's Offer of Conditions, subject to and in accordance with this Agreement, unless this Agreement is amended by mutual agreement of the City and 484 Auburn, following public hearing, or unless the 484 Auburn determines to use the Property in accordance with the zoning applicable to the Property under and in accordance with the termination provisions set forth herein. 484 Auburn and future owners of the Property shall not develop and use the Property in a manner inconsistent with this Agreement.

B. **Project Definition.** The Project shall be based on the 484 Auburn's Site Plan Approval Application Submittal Package that is to be submitted subsequent to the approval and execution of this Agreement and is a condition of this Agreement as more fully set forth in Section C below. Except as modified herein or pursuant to any variances or deviations approved by the City, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance, for property zoned Corridor Mixed Use (C-3) above, as limited by 484 Auburn's Offer of Conditions, and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations.

C. **Offered Conditions.** The 484 Auburn has voluntarily offered the following condition in consideration for the City's granting of the rezoning:

- i. 484 Auburn, its respective successors, assigns, and transferees, shall not utilize any heavy machinery on the premises; and

- ii. 484 Auburn, its respective successors, assigns, and transferees, shall not utilize any outside storage except for dumpsters.

D. **Acknowledgement.** 484 Auburn hereby acknowledges that the rezoning with conditions was proposed by the 484 Auburn to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, 484 Auburn further agrees and acknowledges that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. 484 Auburn further represents and warrants that it agrees to all of the following:

- i. That the property in question shall not be developed or used in a manner inconsistent with this conditional rezoning agreement.
- ii. That each of the requirements and conditions set forth in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
- iii. Nothing in this Agreement shall be construed as replacing the requirement for 484 Auburn to obtain preliminary and final Site Plan, subdivision, condominium, or special land use review and approval, as applicable.
- iv. That, in the event that 484 Auburn fails to adhere to the conditions above, the property in this Agreement will revert back to Local Business (C-1) .

2. **PERIOD OF APPROVAL.** Unless extended by the City Council for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

A. **Expiration.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. 484 Auburn may apply for a one (1) year extension one (1) time. The request must be submitted to the City Clerk before the two (2) year time limit expires. 484 Auburn must show good cause as to why the extension should be granted.

B. **Effect of Expiration.** If the rezoning with conditions becomes void in the manner provided in this section, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established. Either or both of the following actions may be taken:

- i. 484 Auburn may seek a new rezoning of the property and the City may approve same; and/or
- ii. Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

C. **Extension.** If an extension of approval is granted by the City Council, a new conditional rezoning agreement with the new expiration date shall be recorded.

3. **RECORDATION.** This Rezoning shall become effective following publication in the manner provided by law and recording of the conditional rezoning agreement with the County Register of Deeds.

4. **DEFAULT.** If development and/or actions are undertaken on or with respect to the property in violation of the conditional rezoning agreement, such development and/or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the conditional rezoning agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance. In the event that the 484 Auburn defaults on the condition(s) of this Agreement, then, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is terminated by then, by written notice given by the City to the 484 Auburn within three (3) months following such failure by the 484 Auburn, the City may, at its option and within its sole discretion, declare the Property to revert back to its previous Zoning District(s) and terminate the approval of any Site Plan for the Project.

5. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the 484 Auburn concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

6. **RELATIONSHIP OF THE PARTIES.** The relationship of the City and the 484 Auburn shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the 484 Auburn, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

7. **MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the 484 Auburn.

8. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

9. **DUE AUTHORIZATION.** The City and the 484 Auburn each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Board and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to the 484 Auburn, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

10. **SUCCESSORS AND ASSIGNS.** The approval of the terms, provisions, and conditions of this Agreement are for the benefit of the Property and shall run with the Property and shall bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, and transferees.

11. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the 484 Auburn shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

[SIGNATURES COMMENCE ON NEXT PAGE]

WITNESSED:

SIGNED:

CITY OF PONTIAC

By: Tim Greimel
Its: Mayor

WITNESSED:

SIGNED:

484 AUBURN MI

By:
Its:

Approved as to Form:

By: _____
Its: _____

#2

ORDINANCE

Mark Yandrick
Planning Manager
myandrick@pontiac.mi.us
248-758-2824



Community Development
Department
Planning Division
47450 Woodward Avenue
Pontiac, MI 48342

TO: Planning Commission

FROM: Mark Yandrick, Planning Manager

DATE: April 13, 2023

RE: Staff Report: Various Zoning Amendment

Executive Summary:

City Staff propose various Zoning Map Amendments to modify the language, regulations, and processes within the City's zoning code. These proposals strengthen the language of the existing code and do not propose a modification from the City's Master Plan. These amendments include amendments to the following sections of the code

1. Accessory Structure: Containers
2. Accessory Structure: Donation Bins
3. Mixed Use Zoning District Regulations

Planning Commission recommended approval of the Zoning Text Amendments at the April 5, 2023 public hearing, 5-0 with three (3) conditions of approval.

Overview:

City Staff periodically proposes amendments to the City's zoning code to clean-up and strengthen some of the existing land use regulations. This opportunity often allows small positive changes based on the City's experience and expertise in creating or amending regulations to become more enforceable, create a more transparent process or resolve a community issue with a new regulation. These are smaller changes that have a time sensitivity rather than a comprehensive review and update, which is anticipated to occur after a Master Plan is adopted or amended.

Proposal

These zoning code text amendments include three (3) buckets of updates:

1. Accessory Structure: Containers (Article 4, Chapter 1)
2. Accessory Structure Donation Bins (Article 4, Chapter 1)
3. Mixed-Use District (MUD) Regulations (Article 3, Chapter 7)

Accessory Structure: Containers

The City has seen an influx of accessory structure containers being used for a variety of purposes in certain neighborhoods in recent years. An accessory structure's appearance is currently defined in Section 4.1.B and reads: *The exterior façade materials and architectural design of all accessory structures shall match the character of the use to which they are accessory. The overall appearance of the structure shall be in accordance with the purpose of the district where it is located.*

City staff currently interpret this to mean that the matching character required for accessory structures include things like roof pitch and material. While the specifics do not need to be an exact match of dimensions and material of the principal structure, there needs to be a compatibility. In staff's interpretation, a flat roof, metal façade box container does not match residential homes in the community

as no single-family residential homes currently have flat roofs and metal facades in the City. However, staff identified that specifically prohibiting these structures makes the zoning code stronger and more transparent about this regulation. This helps protect home values and would maintain or improve aesthetics of the neighborhood. Additionally, if more modern housing designs were permitted and constructed in the future, this amendment would continue to prohibit container homes.

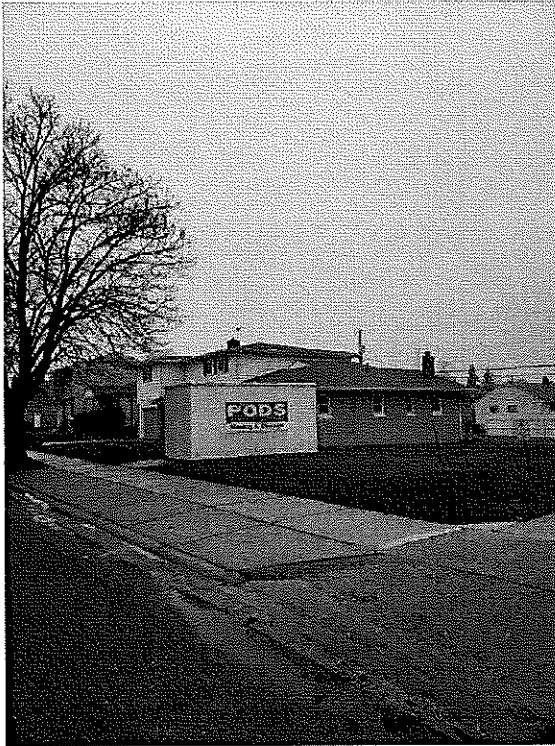


Exhibit A: Container Box on Nebraska Avenue (Front Yard)

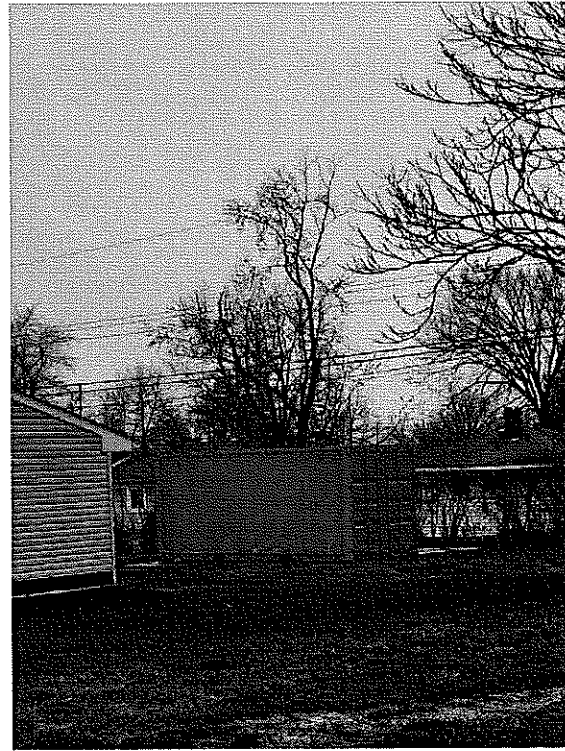


Exhibit B: Container Box on Colorado Avenue (Rear Yard)

Donation Bins

In recent years, there are many donation bins that have appeared on private property, specifically next to businesses and parking lots, throughout the City. However, many of these donation bins do not have their donated contents removed on a timely basis. While donation bins are a community service to provide a location for donation of personal good that allows people to give back to organizations and the underprivileged, the sheer number on them, particularly those that are not regularly serviced become a nuisance and detriment to the community for safety and aesthetics. This becomes a code enforcement issue because the property owners often do not own these structures and sometimes do not even give permission.

While there is case law that a City cannot give an outright ban on donation bins, staff proposes several regulations, including:

- Creating a permit process for donation bins
- Establishing that the property owner is responsible for ensuring the donation bins do not become a nuisance.
- Creating the following site plan and maintenance regulations.
 - i. Donation boxes shall be metal and be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
 - ii. Donation boxes shall be locked or otherwise secured in such a manner that the

contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.

- iii. Donation boxes shall have, at minimum, one-half-inch type visible from the front of each donation box the name, address, email, website and phone number of the operator, as well as whether the donation box is owned and operated by a for profit company or a not-for-profit company. The donation box shall not have information, advertising or logos other than those relating to the operator.
- iv. Donation boxes shall be serviced and emptied as needed, but at least every 30 days.
- v. The permittee and property owner shall maintain, or cause to be maintained, the area surrounding the donation boxes, free from any junk, debris or other material. The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance, in accordance with the City Code.
- vi. Donation boxes shall:
 - a. Not be permitted on any land used for residential purposes;
 - b. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than 30 days;
 - c. Not be less than 1,000 feet from another donation box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two donation boxes on a single lot of record are permitted if the two donation boxes are side by side and are no more than one foot apart;
 - d. Not exceed seven feet in height, six feet in width and six feet in depth;
 - e. Not cause a visual obstruction to vehicular or pedestrian traffic;
 - f. Not be placed closer than ten feet from: (i) a public or private sidewalk; (ii) a public right-of-way; (iii) a driveway; or (iv) a side or rear property line of adjacent property used for residential purposes;
 - g. Not be placed within any public easement;
 - h. Not cause safety hazards with regard to a designated fire lane or building exit;
 - i. Not: (i) interfere with an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic; or (ii) encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space; and
 - j. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.
 - k. Shall have adequate screening to shield the same from neighboring properties.

These regulations are being considered to control the community service to ensure the donation bins do not become a nuisance, are well-maintained, and serve the purpose they intend so that it does not impact surrounding neighborhoods or commercial corridors.

Mixed Use District Zoning Standards

The City created a Mixed Use Zoning District (MUD) in the early 2000s as a zoning mechanism to redevelop the former Clinton Valley Center site located east of Telegraph and north of Elizabeth Lake Road. This development is commonly known as Stonegate. The regulations allowed for a mix of single-family, multi-family along with commercial and industrial uses. The only other development with MUD zoning is the M-1 Concourse along Woodward Avenue.

Staff and the City's Planning Consultant, Carlisle Wortman Associates, reviewed this zoning district's standards as other parties are interested in rezoning to this zoning district. The analysis found the

standards to be overly vague in terms of regulations, process and an overall lack of guidance for the process.

This proposal outlines a specific process that an applicant would need to achieve through a Zoning Map Amendment process. While a developer or applicant may not have future phases financially secured, the City would require a Sketch Plan instead of a Site Plan for Zoning Map Amendment approval. This would help identify key metrics of the development, such as density, layout, and public improvements. An applicant would then seek Site Plan approval from Planning Commission once they were ready with a phase or portion of the rezoned site.

Mixed use developments are not just dependent between commercial and retail uses but also of other uses such as public spaces, activated spaces, recreation, and various types of commercial and residential uses in one development. These regulations set guidelines for mixed use development where residential total square footage is required between 25% and 90% of the square footage. However, City Council may grant a waiver if uses compromises are still appropriate for a mixed-use district.

These amendments for the mixed districts establishes the policies and procedures, many of which were lacking clarify in the existing code. Staff's intent is to align with similar zoning districts across the State of Michigan for best practices for these three (3) goals:

1. Make the development process more transparent for this zoning district.
2. Protect the City with respect to Development Agreements.
3. Provide an avenue for flexibility where appropriate for City Council for the terms of a development.

Summary:

These amendments aim to provide the community economic benefits, while the location primarily in Overlay Districts established areas of best siting that limit the impact to neighboring residential communities. The site design standards protect the health, safety, welfare, and aesthetics of the neighborhoods and corridors surrounding each business.

Recommendation, Zoning Text Amendment:

Planning Commission recommended approval of the Zoning Text Amendments at the April 5, 2023 public hearing, 5-0 with the following three (3) conditions of approval.

1. Increase the MUD standards to 150' between residential and industrial uses
2. Increase the open space requirements in a MUD Zoned Area from 10% to 15%
3. Allow Planning Staff to authorize up to two (2) 30-day extensions to Container PODs if the property owner has an active building permit for construction so the PODs would not be on premise more than 90 days.

Planning Commission recommending body for a Zoning Code Text Amendment to City Council, which is the deciding body for these applications.

Attachments:

Proposed Ordinance, Redlined
Resolution to Adopt the First Reading of this Zoning Text Amendment

SAMPLE MOTION TO APPROVE #1 (Using Staff's Findings of Fact):

I move to APPROVE the recommendation to City Council for these Zoning Text Amendments based on the findings of fact identified in the staff report.

SAMPLE MOTION TO APPROVE #2 (Using the Commission's Findings of Fact):

I move to APPROVE the recommendation to City Council for these Zoning Text Amendments based on the findings of fact identified in the staff report. Furthermore, the following conditions shall apply:

1....

2....

SAMPLE MOTION TO DENY:

I move to DENY the recommendation to City Council for these Zoning Text Amendments based on the findings of fact identified in the staff report. Furthermore, the following conditions shall apply:

1. It does not meet standard ____ based on the fact that...

SAMPLE MOTION TO POSTPONE

I move to POSTPONE the recommendation to City Council for these Zoning Text Amendment until the regularly scheduled May 3, 2022 Planning Commission meeting for (state reason).

**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Text Amendment to
Amend Article 3, Chapter 7 (Mixed Use Districts), to Amend Article
4, Chapter 1 to add Section 4.104 regarding Donation Boxes, and
to Amend Article 4, Chapter 1 to add Section 4.105 regarding
PODS.**



Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend Article 3, Chapter 7 (Mixed Use Districts), to Amend Article 4, Chapter 1 to add Section 4.104 regarding Donation Boxes, and to Amend Article 4, Chapter 1 to add Section 4.105 regarding PODS.

At a meeting of the City Council ("Council") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on April 18, 2023, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance to Amend Article 3, Chapter 7 (Mixed Use Districts), to Amend Article 4, Chapter 1 to add Section 4.104 regarding Donation Boxes, and to Amend Article 4, Chapter 1 to add Section 4.105 regarding PODS.

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

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments to the City of Pontiac's Zoning Ordinance as presented to the City Council on April 18, 2023.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on _____, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

Dated: April ____, 2023

By: _____
Its: City Clerk

CITY OF PONTIAC

ORDINANCE No. _____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO
TO AMEND ARTICLE 3, CHAPTER 7 REGARDING MIXED USE DEVELOPMENT
STANDARDS, INCLUDE REGULATION OF PODS AND DONATION BINSAS
FOLLOWS:

ARTICLE 3, CHAPTER 7

ARTICLE 4, CHAPTER 1, SECTION 4.104 and SECTION 4.105

The City of Pontiac Ordains:

Amend Article 3, Chapter 7.

Amend Article 4, Chapter 1 – Accessory Structures and Fences is amended
to add Section 4.104 Donation Boxes

Amend Article 4, Chapter 1 – Accessory Structures and Fences is amended
to add Section 4.105

Chapter 7 MUD Mixed Use District

3.701 Intent.

The Michigan Zoning Enabling Act, PA 110 of 2006, as amended, authorizes the creation of one (1) or more planned development districts designed to achieve specific objectives of the Zoning Ordinance and implement the goals and policies of the Master Plan. This

The Mixed-Use District (MUD) is a planned district that may be applied for in any district as set forth herein. The MUD District is dedicated solely to the former Clinton Valley Center premises (the "CVC property"), current and former General Motors/R.A.C.E.R. (Revitalizing Auto Communities Environmental Response) Trust property, or any other property that is similar in size the City determines, in its sole discretion, will advance the goals and policies, of the Master Plan and meet the intent of this district. This district is designed to serve a variety of urban functions through the provision of a mixture of residential, office, light industrial, research and development, governmental, educational, and low intensity commercial uses pursuant to the City's comprehensive Master p-Plan, as amended. It is the intent of this

section that the basic principles of good land use planning, including an orderly and compatible relationship between various uses, be maintained, and that the sound zoning standards as set forth in this MUD, and statutes concerning land use, be maintained.

It is the intent of the MUD District to encourage the development of traditional neighborhoods through a coordinated land use pattern of residential, office, research and development, and local commercial uses. Upper floor residential, above retail, or office uses is encouraged. It is further the intent of this District to encourage the use of land in accordance with its character and adaptability, promote excellence in the design of buildings and sites, maintain the existing natural features and natural resources, ensure compatibility of design and use between neighboring properties, and to encourage safe vehicular and pedestrian movement within the development. The MUD is designed to give the City and applicant more flexibility than would be allowed under the existing zoning, and encouraging development of property according to its unique characteristics.

The specific goals which the MUD Mixed Use District ("MUD") seeks to implement include the following:

- A. Provide for planned growth, ~~which maintains the~~ that will result in long-term contribution to social, economic, and environmental sustainability and overall livability of the City;
- B. Maintain and encourage a diversity of housing;
- C. Provide commercial, education and recreational facilities and employment opportunities conveniently located in relation to housing;
- D. Promote efficiency and economy in the use of land and energy, in the development of land, and in the provision of public services and facilities;
- E. Create new and innovative residential, industrial, and commercial development opportunities.
- F. Encourage flexibility in design and use that will result in a higher quality of development and a better overall project than would be accomplished under conventional zoning, and which can be accommodated without sacrificing established community values.
- G. Encourage the use, redevelopment and improvement of existing sites where current ordinances do not provide adequate protection and safeguards for the site or its surrounding areas, or where current ordinances do not provide the flexibility to consider redevelopment, replacement, or adaptive re-use of existing structures and sites.

~~This designation is intended to encourage the development of traditional neighborhoods through a coordinated land use pattern of residential, office, research and development, and local commercial uses. Upper floor residential above retail or office is encouraged. It is further the intent of this district to promote excellence in the use of land and the design of buildings and sites, maintain the existing natural features, ensure compatible land use, and improve the visual image for safe vehicular and pedestrian movement.~~

(Ord. No. 2291, § 1(E), 6-27-13)

3.702 Procedure for Review and Approval.

- A. The granting of a MUD application shall require a rezoning by way of amendment to this Ordinance upon the recommendation of the Planning Commission and approval of the City Council. The procedure for rezoning is that which is authorized by the Zoning Enabling Act (Public Act 110 of 2006, as amended), as contained in Section 503.
- B. Prior to the submission of an application for planned unit development approval, the applicant, with appropriate experts, shall meet with the Planning Department, together with applicable City staff and consultants. The applicant shall present at such conference, or conferences, a sketch plan of the proposed mixed-use development meeting the requirements set forth in Section 6.208 , as well as the following information:
 - 1) Total number of acres in the project;
 - 2) A statement of the number of residential units, if any, the number and type of nonresidential units, and the number of acres to be occupied by each type of use;
 - 3) The known deviations from Ordinance regulations to be sought;
 - 4) The number of acres to be preserved as open or recreational space; and
 - 5) All known natural resources and natural features and/or historic resources and historic features to be preserved.
- C. Following the meeting with the Planning Department, an applicant may request a -pre-application review of the rezoning application and site plan prior to submittal of a formal application with the Planning Commission. The scheduling of a brief review by the Planning Commission shall be

subject to the availability of time on the agenda or determined by the Chairperson of the Planning Commission.

- D. The applicant shall submit to the Planning Department copies of a ~~final-site~~ sketch plan conforming with the requirements set forth in Section ~~6.201-D~~ 6.208. This plan shall constitute an application to amend this Ordinance and shall be noticed for public hearing before the Planning Commission. With and in addition to the regular report submitted by the Planning Commission in connection with a rezoning application, the Planning Commission shall, to the extent it deems appropriate, submit detailed recommendations relative to the project, including, without limitation, recommendations with respect to matters on which the City Council must exercise discretion and shall review the ~~Final Site Plan~~ application and shall take one of the following actions:

1) Approval. Upon finding that the ~~Final Plan~~ application meets the criteria set forth in the intent of this section, the Planning Commission may recommend Final Plan approval to the City Council.

2) Approval with Changes or Conditions. The Planning Commission may recommend to the City Council conditional approval, subject to modifications as performed by the applicant. These conditions may include review and approval of Easements and Rights-of-Way Instruments by the Building Department, Assessor's Office, City Attorney, or City Planning and Engineering consultants.

3) Postponement. Upon finding that the ~~Final Plan~~ application does not meet the criteria set forth in this intent of this section, but could meet such criteria if revised, the Planning Commission may recommend postponing action to the City Council until a revised Final Plan is submitted.

4) Denial. Upon finding that the ~~Final Plan~~ application does not meet the criteria set forth in the intent of this section, the Planning Commission shall recommend denial of the ~~Final Plan~~ application to the City Council.

5) Request Changes. If the Planning Commission requests changes, the applicant shall submit the revised drawings and/or information within the time frame expressly approved by the Planning Commission. Failure to submit the revised plans and/or information within the requisite time frame shall void all prior approvals.

- E. Upon receiving a recommendation from the Planning Commission a Public Hearing shall be scheduled before the City Council, at which time Council will consider the proposal along with the recommendations of the Planning Commission, the City staff, and comments of all interested parties. The City Council shall then take action to approve, approve with conditions, deny, or refer back to the Planning Commission the application for rezoning to MUD, MUD site sketch plan and Development Agreement. The City Council shall set forth in their resolution the reasons for such action, including reasons for approval, conditional approval, postponement, denial, or referral back to the Planning Commission.

- F. Following approval by the City Council, and the signing of the plans, the City Planner shall amend the City zoning map to reflect the MUD approval by amending the zoning designation. Final site plan approval in accordance with Chapter 2, Site Plan shall be required for an approved MUD project. Final site plan approval may be submitted in phases, as set forth in the Development Agreement with consideration for required improvements.

3.703 Mixed Use District (MUD) Conditions

- A. Reasonable conditions may be required by the Planning Commission and City Council before the approval of a MUD, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment, and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner. The conditions of approval may be drafted in writing, specifying conditions of approval and use. Conditions may stipulate that the MUD may only be used for selective land uses, provided the restraints advance (rather than injure) the interests of adjacent landowners; are a means of harmonizing private interests in land, thus benefiting the public interest; are for the purposes of ensuring that the MUD fulfills the purposes and intent of this section and thus, benefits the public interest; and/or possess a reasonable relationship to the promotion of the public health, safety, and welfare.

- B. Conditions imposed shall be designed to protect natural resources and the public health, safety, and welfare of individuals in the project and those immediately adjacent, and the community as

a whole; reasonably related to the purposes affected by the MUD; and, necessary to meet the intent and purpose of this Ordinance and be related to the objective of ensuring compliance with the standards of this Ordinance. All conditions imposed shall be made a part of the written record of the Final Plan that shall include a site plan and written Development Agreement signed by the City Mayor and the applicant.

- C. In the event that conditions set forth herein are not complied with, then the Mayor shall have the right to compel a show cause hearing by the Planning Commission or issue a violation pursuant to Section 6-26 of this Ordinance. At the show cause hearing, additional conditions may be imposed by the City and/or a new MUD application required.

3.7042 Principal Permitted Uses and/or Exceptions.

Subject to the applicable standards, requirements, and other provisions of the MUD and subject to final site plan review by the Planning Commission:

- A. One-family dwellings detached or attached, two-family or townhouse, or multiple-family dwellings, aesthetically compatible in design and appearance within the MUD.
- B. Residential dwellings as the exclusive occupant of a lot or as a mixed use with a permitted non-residential use.
- C. Neighborhood public parks, libraries, playgrounds, recreational facilities, and community facilities primarily for the use of neighborhood residents.
- D. Public and private; pre-school, elementary, middle, and high schools.
- E. Training and/or educational schools licensed by the State of Michigan, where such schools are designed and intended to provide training at the business, technical, or professional level.
- F. Any Principal Permitted Use allowed in the C-1 Local Business District.
- G. Utility structures, Tele-Communication facilities such as electrical receiving or transformer stations, radio and television broadcasting stations, wireless communication equipment, public service buildings and uses (without storage yards), as required to provide necessary services to the businesses and residents in the immediate vicinity. However, such facilities shall be setback from residential uses a distance equal to their height.

H. Research, Development and Light Industrial Uses. It is recognized by this MUD that the value to the public of designating certain areas of this District for a compatible mixture of uses within a campus type environment is represented in the employment opportunities to the citizens and the resultant economic benefits to the City. These Uses are characterized by an insignificant amount of such nuisance factors as noise, heat, glare, and the emission of air pollutants and are permitted no less than ~~fifty (50)~~ *two hundred and fifty (250) feet* from any residential use and all products or equipment shall be stored within enclosed buildings.

- 1) Any use which is charged with the principal business function of research, such as scientific, business, industrial research developments, training centers, and testing laboratories.
- 2) The manufacturing, compounding, processing, or treatment of such products as drugs, pharmaceuticals, and medical devices.
- 3) Assembly of merchandise such as electrical appliances, electronic or precision instruments, and articles of similar nature.
- 4) Manufacturing of machine vision systems, robotics, automated testing and manufacturing systems, drugs, jewelry, musical instruments, sporting goods, glass products, small household appliances, electronic and fiber optic products, cameras and photographic equipment and supplies, printed matter, and other similar uses.
- 5) Any other Principal Permitted Use allowed in the IP-1 Industrial Park District.

I. Unimproved Open Space.

- 1) Woodlands.
- 2) Wetlands.
- 3) Undeveloped Portions of Floodplains.

J. Improved Open Space.

- 1) Public or private playgrounds, picnic areas, water sports areas, and similar outdoor recreation areas.

- 2) Educational facilities, such as zoological gardens, wilderness preserves and sanctuaries, botanical gardens and arboretums which necessarily include open space as an integral part of the facility.
- K. Business, professional, and medical offices.
- L. Banks, credit unions, and savings and loan associations.
- M. Personal service establishments, such as, but not limited to, repair shops (watches, radio, television, shoes, etc.), tailor shops, beauty parlors, barber shops, interior decorators, photographers, and dry cleaners.
- N. Sidewalk cafe service, operated by a restaurant or other food establishment which sells food for immediate consumption, subject to the following:
- 1) An application depicting the location and layout of the cafe facility shall be submitted to the Office of Land Use and Strategic Planning for review, prior to an occupancy permit being granted by the Building Department. The permit shall remain in effect, unless there is a change in ownership, or the operation of the cafe fails to meet the standards contained herein.
 - 2) A sidewalk cafe may be located in front or adjacent to the establishment. A sidewalk cafe that extends beyond the applicant's property lines shall require the permission of the affected property owners.
 - 3) Sidewalk cafes shall be located on a public sidewalk only by approval of the City Engineering Division and in accordance with the City Subdivision Code.
 - 4) A sidewalk cafe shall be allowed during normal operating hours of the establishment.
 - 5) The exterior of the premises shall be kept clean, orderly, and maintained or the permit may be revoked. All food preparation shall be inside the premises.
 - 6) The City shall not be held liable or responsible for any type of damage, theft, or personal injury, which may occur as a result of a sidewalk cafe operation.

- 7) All sidewalk cafes shall comply with applicable regulations of the County Health Department and the State.

O. Child Day-Care Centers subject to the following:

- 1) The property is maintained in a manner that is consistent with the character of the neighborhood and surrounding uses.
- 2) A separate drop off and pick up area shall be provided adjacent to the main building entrance, located off a public street and the parking access lane and shall be of sufficient size so as not to create congestion on the site or within a public roadway.
- 3) There shall be an outdoor play area of at least five hundred (500) square feet provided on the premises. Said play area shall not be located within the front setback.
- 4) An ornamental fence that is designed to discourage climbing and is at least four (4) feet high but no higher than six (6) feet shall enclose all outdoor play areas.
- 5) Appropriate licenses with the State of Michigan shall be maintained.

P. Housing for the Elderly, subject to the following conditions:

- 1) All housing for the elderly shall provide for the following:
 - a. Cottage-type dwellings and/or non-rental apartment-type dwelling units; and,
 - b. Activity space, including, but not limited to, central dining rooms, library/reading rooms/barber/beauty shops, card rooms, recreational rooms, central lounges, and workshops.
- 2) All developments shall have a density consistent with the approved overall density of the development.

3.7053 Permitted Accessory Uses.

- A. Permitted accessory uses as specified in the Development Agreement.
- B. Off-Street parking and loading.

- C. Home occupations subject to the requirements of Section 2.536.
- D. Any use customarily incidental to the permitted principal use.

3.706 Area, Height, Bulk and Placement.

- A. For areas dedicated to the former Clinton Valley Center premises (the "CVC" property) and current or former General Motors/R. A. C. E. R. (Revitalizing Auto Communities Environmental Response) Trust property, the following Area, height, bulk, and placement regulation as specified in the Development Agreement, shall apply:
 - 1) ~~A.~~ **Minimum District Size** shall be two hundred (200) gross acres.
 - 2) ~~B.~~ The **Residential Community** shall occupy approximately one hundred twenty-six (126) acres in the southern portion of the District, as designated on the conceptual Site Plan, that was prepared on December 14, 2000 for review and approved by the City Council and then revised on January 22, 2001 and labeled a Neo-Traditional Neighborhood Plan for use in this MUD. The Mixed-Use Residential Development will not exceed a density greater than five (5) Units per Gross Acre or approximately six hundred thirty (630) Residential Units. Approximately fifty percent (50%) of the six hundred thirty (630) Residential Units or approximately three hundred (300) units will be dedicated to Single-Family Low-Density Units; approximately thirty-five percent (35%) of the Residential Units or approximately two hundred thirty (230) units will be Medium Density Housing Units; and approximately fifteen percent (15%) of the Residential Units or approximately one hundred (100) units will be Higher Density Housing Units.
 - 3) ~~C.~~ **Mixed Use/Commercial/Office Uses.** No more than 50,000 square feet of floor area within the District shall be allocated to commercial and/or office uses.
 - 4) ~~D.~~ **Research, Development and Light Industrial Uses.** Maximum acreage allocated to research, development and light industrial uses shall not exceed forty-five percent (45%) of the overall District. These uses shall be located in the northern portion of the District per the Neo-Traditional Neighborhood Plan developed for use in this MUD and dated January 22, 2001.

- B. For all properties, other than those designated in Section 3.705 A, area, height, bulk, and placement regulations shall be specified on the MUD Site Plan and Development Agreement. The Planning Commission and City Council may use reasonable discretion in evaluating the area, height, bulk, and placement regulations proposed by the applicant based upon Zoning Ordinance standards for similar uses.
- C. The **Residential Community** of single-family, two-family, and multiple-family uses may occupy a minimum of 25% and a maximum of 90% of the total floor area of all structures in the entire Mixed-Use Development. This floor area calculation does not include the area of any accessory structures within the development. The City Council may grant a deviation from the requirement upon a finding that the mix of uses is consistent with the Master Plan and provides overall benefit to both the uses of the project and the City as a whole.

3.7075 Development Regulations.

Uses located within the MUD Mixed Use District are subject to the following development standards and regulations, in addition to standards set forth in the Development Agreement.

- A. **Open Space Requirement and Computation.** A minimum of fifteen percent (15%) of the gross area of the District shall be maintained as landscaped open space. All required setbacks may be included in the landscape computation; however, public, or private street right-of-way and parking lots may not be included. These areas shall be planted and maintained in accordance with a landscape plan approved by the Planning Commission. Up to fifty percent (50%) of the required open space may be included in a public plaza element or elements. "Public Plaza" for purposes of this section is defined as "a community amenity or space that serves a variety of users including building tenants, visitors, and members of the public."
- B. **District Access.** Access to public roads for both pedestrians and vehicles shall be controlled in the interest of public safety. Each building or group of buildings and its parking or service area, shall be subject to the following restrictions:
 - 1) Provisions for circulation between adjacent parcels are required through coordinated or joint parking systems.

- 2) Driveway placement must be such that loading and unloading activities will not hinder vehicle ingress or egress.
 - 3) When applicable, the primary access point into the District may be permitted to be via a rear access drive/alley to be shared by all adjoining uses. The drive shall be no less than twenty (20) feet wide within a twenty-five (25) foot easement and shall be subject to approval by the City Engineering Division.
- C. **Pedestrian Pathways and Sidewalks.** Vehicular access and circulation shall be planned to ensure safe pedestrian movement within the development. Pedestrian systems shall provide safe, all-weather, efficient, and aesthetically pleasing means of on-site movement and shall be an integral part of the overall District design concept. Pedestrian pathway connections to parking areas, buildings, other amenities and between on-site and perimeter pedestrian systems shall be planned and installed wherever feasible. All paths and sidewalks shall be constructed in accordance with the City Subdivision Code.
- D. **Signage.** Signs in the MUD district shall comply with the requirements for signs in the C-2 district. See Article 5 for sign regulations.
- E. **Lighting.** All lighting shall conform to the requirements of this MUD, in order to maintain vehicle and pedestrian safety, site security, and accentuate architectural details. Architectural lighting, where used, shall articulate the particular building design, as well as provide the required functional lighting for safety of pedestrian movement.
- F. **Landscaping/Greenbelts/Buffers/Screening Elements.** All landscape features of the District shall ensure that the image of the City is promoted by the organization, unification, and character of the Mixed-Use District. A landscape plan shall be provided along with the Site Plan for the entire District.
- G. **General District Design/Architectural Guidelines:** It is the intent of this District to provide an environment of high quality and complementary building architecture and District design. Special emphasis shall be placed upon methods that tend to reduce the large-scale visual impact of buildings, to encourage tasteful, imaginative design for individual buildings, and to create a complex of buildings compatible with the streetscape.
- H. **Screening of Exterior Electrical Equipment and Transformers.**

- 1) Transformers that may be visible from any primary visual exposure area shall be screened with either plantings or a durable non-combustible enclosure, which are unified and harmonious with the overall architectural theme.
- 2) Exterior-mounted electrical equipment shall be mounted on the interior of a building wherever possible, or shall be located where it is substantially screened from public view. Such equipment shall never be located on the street side or primary exposure side of any building.

I. Utilities and Communication Devices.

- 1) All exterior on-site utilities, including but not limited to, drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communication wires and equipment, shall be installed and maintained underground whenever possible.
- 2) On-site underground utilities shall be designed and installed to minimize disruption of off-site utilities, paving, and landscaping during construction and maintenance.

3.7086 Development Agreement.

No development shall proceed within the District without the execution of a mutually acceptable Development Agreement between the City and the applicant. The Development Agreement shall be drafted in a form acceptable to the City Attorney and shall specify the uses permitted, all regulations and requirements to ensure protection of the health, safety and welfare of the citizens, a quality development, and the responsibilities of the developer and the City. Strict adherence to the terms of the Development Agreement shall be required.

In addition to the design guidelines specified above, the Development Agreement shall address the following items in detail:

- A. Site Plan Review according to the requirements of this Zoning Ordinance.
- B. Building elevations / Pattern book, materials used, facade treatments including windows, porches etc. Building placement, area, height, bulk, and placement regulations.
- C. Trash Receptacles – location and screening.

- D. Conformance with the City's Land Use Plan.
- E. A phasing plan if the project is proposed to be constructed in phases. Each phase should be capable of standing on its own in terms of services, facilities and shall contain the necessary components to ensure protection of the health, safety, and welfare of the residents.
- F. Improvements to be covered by performance guarantee, the amount required to guarantee completion of the improvements plus an administrative fee in an amount approved by the City Council, and the time for completion of the improvement.
- G. The relative mix of different uses and the scheduled completion of construction dates.

3.7097 Planning Commission Review and Decision.

If an application for a site plan amendment for a project located in areas zoned MUD at the time of passage of this Ordinance amendment is submitted, the Planning Commission shall review and approve or reject the proposed District plans of all proposed project developments, in accordance with the standards and requirements of this MUD and the Development Agreement.

For proposed projects that are not zoned MUD at the time of passage of this Ordinance amendment, the Planning Commission shall make a recommendation to the City Council on the zoning map amendment along with the MUD Sketch Plan and Development Agreement.

Sec. 4.104 – Donation Boxes.

A. Intent and definitions.

1. The donation boxes ordinance is intended to be a regulatory ordinance in the public's health, safety and welfare for the protection of all citizens who use donation boxes. The intent of this ordinance is to impose restrictions and conditions on all donation boxes in the city so that they are, and remain,

clean, safe and do not create hazards to pedestrians and to vehicular traffic. The article is passed under the city's regulatory authority pursuant to MCLA 117.4 et seq., and the Pontiac City Charter.

2. Definitions:

- a. Donation box means any metal container, receptacle, or similar device that is located on any parcel or lot of record within the city and that is used for soliciting and collecting the receipt of clothing, household items, or other salvageable personal property. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed building.
- b. Operator means a person who owns, operates or otherwise is in control of donation boxes to solicit collections of salvageable personal property.
- c. Permittee means a person over 18 years of age or an entity who is issued a permit authorizing placement of donation box(es) on real property.
- d. Property owner means the person who is an owner of real property where the donation box(es) are located.
- e. Real property, property or land means a lot of record located in the City of Pontiac.

B. Donation box permit.

No later than 30 days from the effective date of this ordinance, no person shall place, operate, maintain or allow any donation box on any real property without first obtaining an annual permit issued by the Department of Building and Safety ("department"), to locate a donation box.

C. Application for a permit.

- 1. Any person desiring to secure a permit shall make an application to the Department of Building and Safety.
- 2. A permit shall be obtained for each donation box(es) proposed. Combining fees for donation box(es) located on a lot of record may be addressed in the fee resolution.
- 3. The application for a permit shall be upon a form provided by the department and be signed by an individual who is an officer, director, member or manager of an entity applicant. The applicant shall furnish the following information:
 - a. Name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non- publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all

aliases.

- b. Date of birth of individuals and date of establishment of an entity or the birthdate of an individual applicant.
 - c. Whether the applicant has previously received a permit for a donation box in the city or operates a donation box or similar type receptacle without a permit in the city.
 - d. The name, address, email and telephone number of a contact person for all matters relating to a donation box located in the city.
 - e. The physical address of the real property where the donation box is proposed to be located.
 - f. A scaled drawing sufficient to illustrate the proposed location of the donation box on the real property, the dimensions of the proposed donation box and that the location complies with all code requirements.
 - g. If not the owner of the real property, an affidavit from the property owner providing written permission to place the donation box(es) on the property, as well as an acknowledgment from the property owner of receipt of a copy of this article, shall be provided on a form provided by the director. 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.
 - h. A nonrefundable fee in an amount established by resolution of city council.
 - i. A payment in the amount of \$500.00 which shall be held in escrow to ensure compliance with this Ordinance;
 - j. Proof of general liability insurance no less than \$1 million per occurrence.
4. Within ten days of receiving an application for a permit, the director shall notify the applicant whether the permit is granted or denied. If the director denies an application, the director shall state in writing the specific reasons for denial.
 5. No person to whom a permit has been issued shall transfer, assign or convey such permit to another person or legal entity.
 6. A person shall be issued a permit by the director if the requirements of this article are satisfied.

D. Requirements for a permit.

1. A permittee shall operate and maintain, or cause to be operated and maintained, all donation boxes located in the city for which the permittee has been granted a permit as follows:
 - i. Donation boxes shall be metal and be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
 - ii. Donation boxes shall be locked or otherwise secured in such a

manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.

- iii. Donation boxes shall have, at minimum, one-half-inch type visible from the front of each donation box the name, address, email, website and phone number of the operator, as well as whether the donation box is owned and operated by a for profit company or a not for profit company. The donation box shall not have information, advertising or logos other than those relating to the operator.
- iv. Donation boxes shall be serviced and emptied as needed, but at least every 30 days.
- v. The permittee and property owner shall maintain, or cause to be maintained, the area surrounding the donation boxes, free from any junk, debris or other material. The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance, in accordance with the City Code.
- vi. Donation boxes shall:
 - 1. Not be permitted on any land used for residential purposes;
 - 2. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than 30 days;
 - 3. Not be less than 1,000 feet from another donation box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two donation boxes on a single lot of record are permitted if the two donation boxes are side by side and are no more than one foot apart;
 - 4. Not exceed seven feet in height, six feet in width and six feet in depth;
 - 5. Not cause a visual obstruction to vehicular or pedestrian traffic;
 - 6. Not be placed closer than ten feet from: (i) a public or private sidewalk; (ii) a public right-of-way; (iii) a driveway; or (iv) a side or rear property line of adjacent property used for residential purposes;
 - 7. Not be placed within any public easement;
 - 8. Not cause safety hazards with regard to a designated fire lane or building exit;
 - 9. Not: (i) interfere with an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards

and/or unnecessary inconvenience to vehicular or pedestrian traffic; or (ii) encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space; and

10. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

11. Shall have adequate screening to shield the same from neighboring properties.

E. Term of permit and renewal of permit.

1. The permit year shall begin on January 1 in each year and shall terminate on December 31 of the same calendar year. An annual permit issued between December 1 and December 31 of any year shall expire on December 31 of the calendar year next following issuance thereof. For year 2023 only, the annual permit fee shall be prorated.
2. A donation box permit shall be renewed annually. The application for renewal must be filed not later than 30 days before the permit expires. The application for renewal shall be upon a form provided by the director.
3. The director shall either approve or deny the renewal of a permit within ten days of receipt of the complete renewal application and payment of the renewal fee. Failure of the director to act before expiration of the permit shall constitute approval of the renewal of the permit.
4. A permit renewal fee set by resolution of the city council shall be submitted with the application for renewal.
5. Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the director in writing of the intent to cancel the permit. The permit shall become void upon the director's receipt of a written notice of intent to cancel the permit.
6. The director shall approve the renewal of a permit if the director finds that no circumstances existed during the term of the permit which would cause a violation to exist, and that at the time of submission of the application for renewal, or at any time during the renewal of the application for renewal, there were not circumstances inconsistent with any finding required for approval of a new permit. Any permittee whose permit has been revoked shall be denied renewal of the permit for the subsequent calendar year.
7. If the permit expires and is not renewed, the donation box(es) must be removed from the real property within a maximum of ten days after expiration of the permit.

F. Revocation of permit, removal of donation boxes and liability.

1. The director shall have the right to revoke any permit issued hereunder for a violation of this ordinance. Any of the grounds upon which the director 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 ordinance or other provisions of this Code or other law shall also constitute grounds for revocation of the permit. The director 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. The notice shall allow a maximum of ten days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit shall be revoked by the director and, thereafter, the permittee shall not be eligible for a permit on the property for the subsequent calendar year.

2. Upon revocation, the donation box shall be removed from the real property within ten days and, if not so removed within the time period, the city may remove, store or dispose of the donation box at the expense of the permittee and/or real property owner, the cost of which shall be paid from the escrow fee secured at the time of the permit application. All costs exceeding the escrow fee associated with the removal of the donation box incurred by the city, or the city's contractor shall be the responsibility of the property owner. If such obligation is not paid within 30 days after mailing of a billing of costs to the property owner, the city may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.
3. A permit for a donation box may be revoked if any governmental authority or agency determines that the donation box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

G. Appeal to planning commission.

Any person aggrieved by the decision rendered by the director in granting or denying an application for a permit under this ordinance or in revoking a permit issued under this ordinance may appeal the decision to the planning commission. The appeal shall be made by filing a written notice thereof with the Department of Building and Safety setting forth the grounds for the appeal not later than ten days after receiving notice of the decision of the director. The planning commission may grant relief if the applicant presents clear and convincing evidence that there was an error in the decision of the director.

H. Penalty and remedies.

1. In addition to revocation of permit pursuant to Section F, any person violating the provisions of this ordinance is guilty of a civil infraction.
2. In addition to the penalty provided in subsection 1 of this section, any condition caused or permitted to exist in violation of the provisions of this ordinance, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.
3. Nothing in this ordinance shall prevent the city from pursuing any other remedy

provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this ordinance.

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.
 5. No fines shall be imposed for a violation of this ordinance until 90 days after its effective date. All donation boxes existing at the effective date of the article shall apply for a permit as required herein within 30 days of the effective date. Any donation boxes not in compliance with this ordinance after 90 days of the effective date shall be subject to all remedies for violation as provided herein.
- I. Repeal. All ordinance or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Sec. 4.105 – PODs

A. Intent and definitions.

1. The PODs ordinance is intended to be a regulatory ordinance in the public's health, safety and welfare for the protection of all citizens who use donation boxes. The intent of this ordinance is to restrict the use of PODs in the city as they are unsafe, unsanitary and create hazards to pedestrians and to vehicular traffic. The article is passed under the city's regulatory authority pursuant to MCLA 117.4 et seq., and the Pontiac City Charter.
2. PODs are defined as portable containers that are placed on a property for the purpose of storing, loading, and/or unloading furniture, clothing, or other personal or household belongings other than donation boxes as defined in Sec. 4.104.

B. Prohibition

1. PODs are prohibited within the city of Pontiac for any period longer than thirty (30) days. In the event a resident would like to utilize a POD for a short-term project, they must request to the Planning Department to receive approval for the use of a POD for a period of no longer than thirty (30) days. Residents are entitled to seek a maximum of two (2) extensions from the initial thirty (30) day approval. In order to seek an extension of the initial approval, a resident must provide proof of an open building permit to substantiate the need for additional storage due to an ongoing construction project. In no circumstances can any resident utilize a POD for a period longer than ninety (90) days.

C. Penalty and remedies.

1. Any person violating the provisions of this ordinance is guilty of a civil infraction.
2. In addition to the penalty provided in subsection 1 of this section, any condition caused or permitted to exist in violation of the provisions of this ordinance, or any ordinance, shall be deemed a new and separate offense for each day that such

condition continues to exist.

3. Nothing in this ordinance shall prevent the city from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this ordinance.
 4. Any PODs not in compliance with this ordinance after 90 days of the effective date shall be subject to all remedies for violation as provided herein.
- D. Repeal. All ordinance or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

#3

RESOLUTION



OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: April 4th, 2023

RE: Council resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDW – Street Sweepers

In March of 2021, President Biden signed the American Rescue Plan Act into law. This act is meant to provide aid to both state and local governments, and to promote local communities' recovery and revitalization following the impacts of COVID-19. The City of Pontiac was allocated \$37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19.

In an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City allocated \$5,221,320 to various Department of Public Works projects permissible under the final rules from the United States Treasury. On November 10th, 2022, the Pontiac City Council unanimously approved the Executive Administration's ARPA program budget, allocating \$5,221,320 to this activity, dedicating \$1,000,000 for pedestrian enhancements and the Department of Public works. The objective of the aforementioned resources is to help mitigate the impacts of COVID-19 on the community.

The administration is proposing the purchase of 2 street sweepers to aid the Department of Public Works staff in blight removal, and to reduce sediment collection through stormwater infrastructure. The cost breakdown can be reviewed below.

DPW		
Project Code	Program Expense	Amount
ARPDW	2 Global M3 Street Sweeper	\$ 591,004.00



Council resolution to approve the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDWP – Street Sweepers

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$1,000,000 to Pedestrian Enhancements and DPW Support; and,

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the administration is proposing the purchase of 2 street sweepers to aid the Department of Public Works staff in blight removal, and to reduce sediment collection through stormwater infrastructure; and,

WHEREAS, the following budget amendment reflects funding for the associated costs, and;

WHEREAS, the budget amendment will increase the budgeted appropriations in the amount of \$591,004, representing the purchase of the aforementioned equipment.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to establish budget appropriations in the amount of \$591,004 to account 285-458-977.010-ARPDWP – Street Sweepers.

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: April 18th, 2023

RE: **Council resolution to approve Community Foundation for Southeast Michigan Grant funded contract with Baker Tilly**

Code enforcement is a City of Pontiac Division that is used to gain compliance with land use and property regulations, such as zoning, uniform building and fire codes, health, and housing codes. The City of Pontiac Code Enforcement Division inspects properties, issues notices of violations, and works with property owners and other responsible parties to bring properties into compliance. Residents in the City of Pontiac have faced decades of disinvestment resulting in a physically deteriorated environment plagued by blight and disrepair. While the City was under emergency management, its staffing was stripped down and many of City services were outsourced or removed entirely, this includes code enforcement. To address the backlog of code enforcement violations from more than a decade of neglect, the City bolstered its Code Enforcement Division so that it may execute a blitz in activity. Because of the many years of neglect that have led to the deterioration and abandonment of properties, this required an increased capacity for the division.

The City of Pontiac is currently competing for funding, talent, development, and more with neighboring communities that have a progressive edge that comes from many years of investment and a wealth of tools and assets. Bolstering the City's Code Enforcement Division allows for enforcement of City codes and ordinances to bring properties into compliance and create a safer more resilient community for all.

In support of increased staffing for the Code Enforcement Division the City would like to engage with Baker Tilly to receive technical assistance to perform a Current State Assessment and establish a Process Improvement Plan. The City's gap in capacity for planning and forecasting has presented many challenges and the support provided by the grant from the Community Foundation for Southeast Michigan will allow the City to finally have the financial capacity to address the vital need to repair the municipality's operational infrastructure and build a division and team that has the bandwidth and support system to be proactive rather than reactive. In the Fall of 2021, the City of Pontiac received \$70,000 from the Community Foundation for Southeast Michigan in support of the aforementioned activities.



Resolution to authorize the contracted services of Baker Tilly for Technical Assistance Services for the City of Pontiac Code Enforcement Division

WHEREAS the City of Pontiac was awarded a \$70,000 grant from the Community Foundation for Southeast Michigan, and;

WHEREAS the grant is for the purpose of conducting an evaluation of current processes and procedures, development of standard operating procedures and workflows, development of training materials, development of organizational chart and job descriptions, and a compilation of all of the aforementioned to support a Process Improvement Plan for the City of Pontiac Code Enforcement Division, and;

WHEREAS a budget amendment was passed by the Pontiac City Council recognizing the revenue and accepting the award on November 23rd, 2021, and;

WHEREAS the grant deliverables require that the work is to be conducted through engagement with Baker Tilly, and;

WHEREAS Baker Tilly has provided a letter of engagement and contract that adheres to the required deliverables and timeline per the grant agreement, and;

NOW THEREFORE, be it resolved that the Pontiac City Council approves the contract for services with Baker Tilly for Technical Assistance Services for the City of Pontiac Code Enforcement Division and authorizes the Mayor to execute the agreement.

April 7, 2023

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Pontiac (the "Client" or "City") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge.

For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed one million dollars (\$1,000,000) under the applicable Scope Appendix or Appendices to

which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the

invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

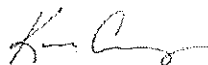
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Kate Crowley
Principal, Public Sector Advisory

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Attachment B

Scope Appendix

Scope of Work

Baker Tilly is pleased to provide this proposal to assist the City of Pontiac with developing a process improvement plan for their Code Enforcement Division. We have the skills, diverse team, and subject matter expertise to do this work and would be pleased to do so. Specific assistance may include, but may not be limited to:

Project Planning & Management

- Provide a single point of contact from Baker Tilly to serve as a Project Manager as it relates to all aspects of your assessment strategy and the coordination of all activities to be executed under this engagement.
- Provide regular written and verbal status reports to the City's leadership regarding project and funding status.
- Facilitate scheduled check-in meetings, project scoping, and executive visioning sessions.

Current State Assessment

- Conduct stakeholder interviews with key staff to gain an understanding of the City's current code enforcement functions and desired state.
 - Assumes no more than 12 interviews at one hour each.
- Provide written and visual documentation of current and future state processes of code enforcement functions.
 - Assumes there will be no more than six processes documented.

Policy and/or Procedural Manual

- Provide a written manual detailing the functions necessary to operation the Code Enforcement Division
 - Assuming no more than six processes and or procedures will be in the manual.

Training Curriculum

- Design and execute a customized code enforcement training curriculum to provide staff with the knowledgebase needed to operate within the Code Enforcement Division.
 - Subject areas will be decided during the project but it's assumed there will be no more than six training areas.

Reporting

- Provide a process improvement plan and presentation with recommendations for implementation based on best practices.
- Design an implementation schedule to prepare the City's staff for the development of the Code Enforcement Division.

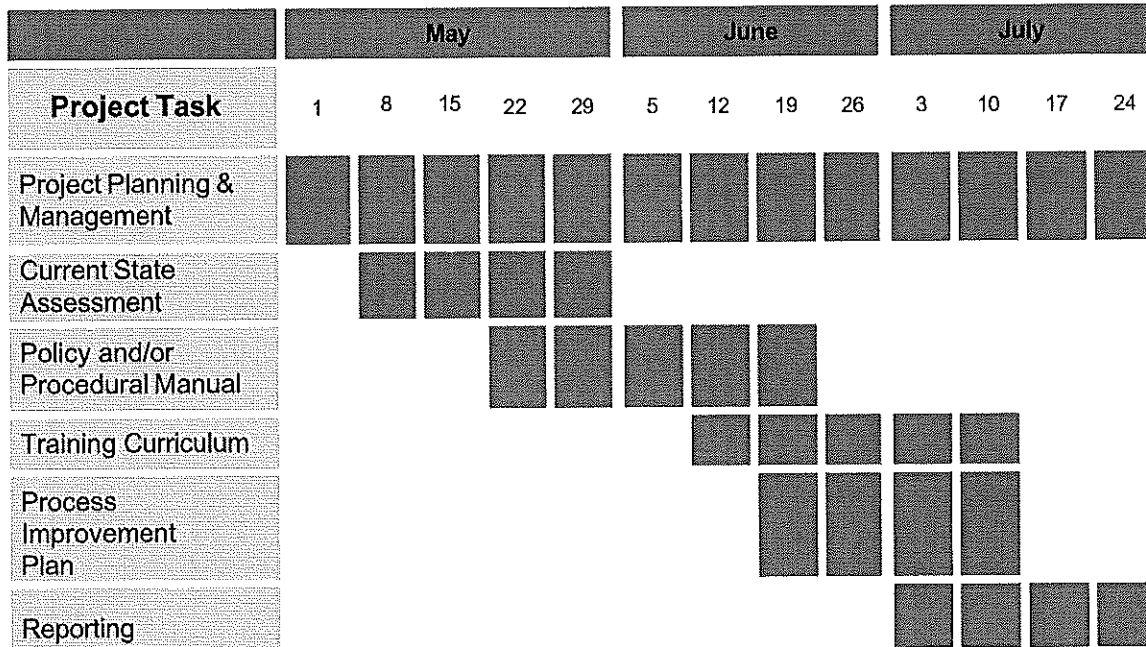
Deliverables

Baker Tilly will work with the City to tailor the format and content of deliverables at the onset of the engagement. The following deliverables will be provided:

- Finalized work plan and timeline
- Project status reports
- Current and future state process flow charts
- Policy and/or procedural manual
- Code enforcement training curriculum
- Process improvement plan

Estimated Timeline

Baker Tilly will work with the City to tailor the exact timeline:



Note: Baker Tilly has until the end of August 2023 to complete the project.

Value for fees

Project costs are important to the City of Pontiac, just as they are to Baker Tilly. We have prepared the project budget carefully, based on our extensive experience conducting similar development operations and process studies across the United States. Our budget estimate allows for thorough analysis and insightful advice from a senior team of local government consulting professionals, providing a high value for fees. **We anticipate discussing and refining the scope of services to align with your expectations and achieve an appropriate balance between your desired results and our pricing.**

Baker Tilly proposes to complete the scope of services described herein for a fixed professional services fee of **\$70,000**. In addition to the professional service fee, the City will be responsible for reimbursement of our actual travel-related costs.

Phase	Fee
I. Project Planning & Management (<i>"kick-off" meetings, project scoping, executive visioning session, status update reports and meetings, data requests and review</i>)	\$15,000
II. Current State Assessment (<i>Stakeholder interviews, documentation of processes, evaluation of design weaknesses and best practices</i>)	\$10,000
III. Policy and/or Procedural Manual (<i>Up to 6 processes or procedures</i>)	\$15,000

IV. Training Curriculum (Up to 6 training topics)	\$10,000
V. Organizational Chart Development (Comparison to other industry metrics and peer organizations)	\$5,000
VI. Process Improvement Plan (Implementation schedule, observations, recommendations)	\$10,000
VII. Reporting (Report preparation, meetings and presentation)	\$5,000
TOTAL	\$70,000
	<i>*Baker Tilly's "not-to-exceed" contract amount is \$70,000.00.</i>

Hourly professional services rates are shown in the table below.

TITLE	HOURLY RATE
Principal, Partner	\$525
Managing Director	\$370
Director	\$370
Senior Manager	\$350
Manager	\$265-\$320
Senior Consultant	\$210-\$250
Staff Consultant	\$190
Administrative Support	\$105

Note: Any additional tasks completed at the request of the Client will be charged at the hourly rates listed below.

Assumptions

Our fee estimates are based on the following general assumptions:

- Baker Tilly is independent in regards to the City of Pontiac and our analysis and recommendations will be made independently of the City's management and oversight body. As such, during the engagement, the City will perform the following tasks:
 - Appoint a Project Liaison to assist with project management, coordinate scheduling of meetings and interviews, data collection, and other logistical arrangements
 - The City project team members will be available per the agreed-to schedules and that information will be provided within the specified timeframes
 - Appoint a City project team to review deliverables and guide the work
 - Establish and monitor the performance of the project to ensure that it meets the City's objectives
 - Make any decisions that involve management functions related to this project
 - Baker Tilly will review readily available information and will not be responsible to extract data or create complex programs to manipulate manually housed data required to perform analysis
 - The level of participation from the City's key staff, as part of their involvement in the project team and stakeholder interviews, will be critical to be able to own outcomes from this review
 - The timeline outlined above is dependent upon receiving accurate data and timely

information from stakeholders and the availability of stakeholders for interviews
Baker Tilly will provide one draft and one final report

- o Additions to the project scope beyond those noted above and associated costs will only be incurred with prior approval of the City
- o Baker Tilly will conduct the work remotely utilizing Teams for conference calls and meetings where possible

Termination

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done at any time by either party upon written notice to the other party. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

Conclusion

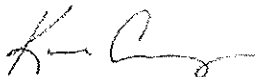
This engagement letter, together with the Standard Business Terms attached hereto, constitutes the entire agreement between the District and Baker Tilly with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the District and Baker Tilly.

We are pleased to have this opportunity to be of service to you.

We are pleased to have this opportunity to be of service to you. Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. If you have any questions, please do not hesitate to contact Monique Caston or Kate Crowley.

Sincerely,

BAKER TILLY US, LLP



Kate Crowley
Principal, Public Sector Advisory

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

