

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

Sheila R. Grandison, Deputy City Clerk

82nd Session of the 11th Council

April 25, 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

- A. April 13, 2023 Public Safety, Health and Wellness Subcommittee Meeting Minutes
- B. April 18, 2023 City Council Meeting Minutes
- C. Emergency Request to approve the increase for Trailers Contract

Special Presentations

- 1. Pontiac Case Fire/Anti-Violence Commission Status Report and Recommendations
Presentation Presenter: Megan McDonald, Director of Programs for the national Network for Safe Communities at John Jay College and Kaino Phillips, Chair
- 2. Oakland County Prosecutor Office and Racial Justice Advisory Council on Initiatives and Resources
Presentation Presenter: David Williams, Oakland County Prosecutor's Office
- 3. \$7.5 Million Awarded to City of Pontiac by State of Michigan for Opdyke Connector Roadwork, Clinton River Trail Surfacing

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

4. Adoption of a Zoning Text Amendment for Mixed Use District Language Updates including Zoning Text Amendment regulating Donations Bins and Zoning Text Amendment regulating Container Pods (**Second Reading**)

Resolutions

City Clerk

5. Resolution to recognize Leadership Oakland as a nonprofit organization in Pontiac for the purpose of obtaining a charitable gaming license from the State of Michigan

Department of Public Works (DPW)

6. Resolution for approval to execute a contract with Action Traffic Maintenance for the City's Right Away Signage Services

Grants

7. Resolution to approve and execute the order form Agreement for the Grants Management Software Amplifund and Alternative Grants Software Solution

Public Comment (Three Minutes Time Limit)

Discussion

8. Pontiac Deputy Mayor Khalfani Stephens Joins Michigan Municipal League Board of Directors
9. Pontiac Pride & Beautification 2023 Nominations and Awards Process

Closed Session

10. Resolution to proceed into Closed Session to consider and discuss the purchase of real property and to discuss the confidential legal opinion in connection with the purchase real property; and to discuss settlement strategy and confidential legal opinion in connection with pending litigation, Vanguard Equity Management, LLC V. City of Pontiac. (Case No. 2022-197361-CH)

Communications

City Council

11. 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
12. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email communications@pontiacschools.org for more information
13. Pontiac Charter Revision Commission Meeting, April 27, 2023 at 6:00 pm, held at Pontiac City Hall in the Council Chambers
14. Pontiac Meals on Wheels Spring Fling Fest, April 27, 2023 from 12:00 to 2:00 pm, featuring food, bingo, entertainment, and prizes, Held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48342
15. Center for Employment Opportunities (CEO) Career Pathways Job Fair, April 28, 2023 from 10:00 am to 2:00 pm, held at the Center for Employment Opportunities, 46156 Woodward Avenue, Suite B-102, Pontiac 48342, for more information call (947) 232-7260

16. 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
17. Oakland County NoHaz Hazardous Item Disposal Free for Pontiac Residents, April 29, 2023 from 8:00 am to 2:00 pm, held at Pine knob music Theatre, 33 Bob Seger Drive, Clarkston
18. Movie Premiere Screening of “CRANEDANCE: A story of Sandhill Cranes in Michigan,” April 29, 2023 with doors opening at 6:00 pm and showing at 7:00 pm, tickets are \$12 and benefit the International Crane Foundation, held at Pontiac’s Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac
19. Micah 6 Community New Greenhouse Ribbon Cutting, May 5, 2023 from 2:00 to 4:00 pm, held at 32 Newberry Street, Pontiac 48341
20. Pontiac High School Dads Doing Their Duties, May 6, 2023 from 10:00 am to 3:00 pm, calling all dads, male guardians, mentors, pastor, and male community partners, featuring activities, resources, and engagement, held at Pontiac High School, 1051 Arlene Avenue, Pontiac 48340
21. 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
22. 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
23. REACH Homeschool Drama Performances of “Return to Vardia” May 10, 11 and 12 at 7:00 pm, held at Flagstar Strand theatre, 12 N. Saginaw Street, Pontiac 48342
24. 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
25. 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
26. E-Community Outreach Services Presents Hoops for Youth Women’s Basketball Game Fundraiser, May 13, 2023 from 1:00 to 4:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341
27. Alexander Zonjic and Friends elegant Mother’s Day Concert, May 13, 2023 with doors at 6:30 pm and concert at 7:30 pm, tickets are \$40 and include a rose and CD, held at Pontiac’s Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac
28. Third Tuesdays Global Music Jam at the PLAT, 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
29. Library Karaoke at Pontiac Public Library, May 18, 2023 at 6:00 pm, held at the Pontiac Library, 60 E. Pike Street, Pontiac 48342
30. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023

31. 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
32. 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
33. Third Annual Bunny Shelter Fundraiser, June 2, 2023, held at Alley Cat Café, 31 N. Saginaw Street, Pontiac 48342
34. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023
35. 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
36. Growing Pontiac Session on Protecting Your Harvest: Controlling Pests, Critters and Disease, June 15, 2023 from 6:00 to 8:00 pm, held at Micah 6 Community, 32 Newberry Street, Pontiac 48341
37. M1 Concourse Cars Under the Stars Fireworks Spectacular, June 25, 2023 starting at 5:00 pm with fireworks at dusk, held at M1 Concourse at South Boulevard and Woodward Avenue in Pontiac
38. 40th Anniversary Celebration of the Pontiac Fiero, Happening July 12-16 Throughout Pontiac and at the CenterPoint Pontiac Marriott
39. Elam Family and Friends Block Party, July 15, 2023 from 11:00 am to 7:00 pm, held at 485 S. Sanford, Pontiac 48341
40. Pontiac Theatre IV Auditions for Aladdin, Jr. on July 30, 2023 from 3:00 to 6:00 pm, July 31 from 6:00 to 8:00 pm, and August 1 from 6:00 to 8:00 pm. Contact Director Laura Johns at redskyatnight35@aol.com for more information
41. M1 Concourse Cruise-In and Woodward Dream Parade, August 19, 2023 at 8:00 am, held at M1 Concourse, South Boulevard and Woodward Avenue in Pontiac
42. Pontiac Second Annual Praise Festival, August 27, 2023 from 2:00 to 7:00 pm, held at Wisner Stadium track Field on Cesar Chavez Avenue in Pontiac

Mayor's Office

43. Fee Landfill Days for Pontiac Residents, April 22, April 29, and May 6, from 8:00 am to 3:00 pm, held at the Landfill located at 575 Collier Road, Pontiac 48340, restrictions on allowed materials apply, visit City Website or call the Department of Public Works at (248) 758-3600 for more information
44. Pontiac Planning Commission Upcoming Meetings: regular Planning Commission May 3, 2023 at 6:00 pm, Special Planning Commission Meeting, May 10, 2023 at 6:00 pm, meetings held at Pontiac City Hall in the Council Chambers
45. Woodward Avenue Southbound from Rapid Street Boulevard Remains Closed for Construction as Michigan Department of transportation makes Improvements to the Intersections, the State has given May 26, 2023 as the anticipated date for Road Reopening

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

**PONTIAC CITY COUNCIL PUBLIC SAFETY, HEALTH & WELLNESS
SUBCOMMITTEE APRIL 13, 2023 MEETING MINUTES**

*Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan
in the Legislative Conference Room*

In Attendance:

Council members: Chairman, Pro-Tem Carrington, Councilwoman Kathalee James
and Councilman William Parker, Jr.

Mayor: Tim Greimel

Oakland County Sheriff's Office: Sgt. Sennel Threlkeld and Lt. Jason Dalbec

Waterford Regional Fire Department: Chief Matthew Covey

STAR EMS: Field Operations Manager Charles Hughes and Director of Operations Thomas Robinson

Communication Director: Paula Bridges

Council Outreach Specialist: Darryl Earl

Anti-Violence Commission Chairperson: Kaino Philips

NNSC-Director of Programs: Megan McDonald

The meeting started at 4:30 p.m.

AGENDA ITEMS DISCUSSED

Discussion:

- National Network for Safe Communities, Representative and Anti-Violence Commission, Chairperson, Kaino Philips

Old Business:

- Private Fire Hydrant Ordinance (draft)
- Getting Pontiac Residents to apply for careers in Public Safety

Standing Updates:

- Oakland County Sheriff's Department Crime Statistics
- Latest Response Times to Calls by Oakland County Sheriff Department
- Waterford Regional Fire Department Report
- Latest Response Times to Calls by Waterford Regional Fire Department
- STAR EMS reports

New Business:

- Weekend Drag Racing on South Boulevard

Items for Potential Future Consideration: None presented.

Public Comment: There were no requests for public comment at the meeting.

Other Concerns: None

The meeting adjourned at 5:50 p.m.

Future 2023 meeting dates: Jun. 8th, Sept. 14th, Dec. 14th

CONSENT AGENDA B

**Official Proceedings
Pontiac City Council
81st 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 18, 2023 at 6:05 p.m. by Council President Mike McGuinness.

Invocation – Rabbi Matthew Bauer

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was present
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Goodman and second by Councilperson Nicholson. Discussion.

Motion to amend the agenda to add a resolution declaring April 28, 2023 as Workers Memorial Day for the new agenda item #3. Moved by Councilperson Goodman and second by Councilperson Nicholson.

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

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

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

No: None

Motion Carried

Consent Agenda

23-149 **Resolution to approve the consent agenda for April 18, 2023.** Moved by Councilperson Parker and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for April 18, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for April 18, 2023 including April 11, 2023 City Council Meeting Minutes.

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

No: None

Resolution Passed

Recognition of Elected Officials – None

Agenda Address

1. Dr. Deirdre Waterman addressed item #4
2. Darlene Clark addressed item #2

Ordinance

~~23-150~~ **Resolution to approve the First Reading of a Zoning Text Amendment for Mixed use District Language Updates including Zoning Text Amendment regulating Donation Bins and Zoning Text Amendment regulating Container Pods.** Moved by Councilperson Rutherford and second by Councilperson Goodman. Presentation Issues.

Motion to place item #2 (Resolution to approve the First Reading of a Zoning Text Amendment for Mixed use District Language Updates including Zoning Text Amendment regulating Donation Bins and Zoning Text Amendment regulating Container Pods) on the table. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Resolutions

City Council

~~23-151~~ **Resolution Declaring April 28, 2023 as Workers Memorial Day in Pontiac. (Agenda Add-on)** Moved by Councilperson Carrington and second by Councilperson Parker.

Whereas, every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and

Whereas, in 2021, The Federal Bureau of Labor Statistics estimated that 5,190 workers were killed by traumatic injuries on the job. On average, nearly 100 workers died every week, at roughly 14 workplace deaths a day; and

Whereas, in 2021, 140 workers were lost through fatal workplace accidents in Michigan; and

Whereas, it is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and

Whereas, we remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and

Whereas, recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and,

Whereas, the Pontiac City Council wished to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety; and,

Whereas, the Pontiac City Council renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, and fair and just compensation; and by rededicating ourselves to improving safety and health in every city workplace; now,

Therefore, Be It Resolved by the Pontiac City Council that the members of this legislative body declare April 28, 2023, as Workers Memorial Day in Pontiac, Michigan.

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

No: None

Resolution Passed

April 18, 2023 Draft

Ordinance Continue

Motion to remove item #2 (Resolution to approve the First Reading of a Zoning Text Amendment for Mixed use District Language Updates including Zoning Text Amendment regulating Donation Bins and Zoning Text Amendment regulating Container Pods) from the table.
Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

Mayor Tim Greimel arrived at 6:58 p.m.

23-150 **Resolution to approve the First Reading of a Zoning Text Amendment for Mixed use District Language Updates including Zoning Text Amendment regulating Donation Bins and Zoning Text Amendment regulating Container Pods.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

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.

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

Department of Public Works (DPW)

23-151 **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.**
Moved by Councilperson Rutherford and second by Councilperson Parker.

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

April 18, 2023 Draft

of Public Works staff in blight removal, and to reduce sediment collection through storm water 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-ARPDW – Street Sweepers.

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

No: None

Resolution Passed

Grants

23-152

Resolution to authorize the contracted services of Baker Tilly for Technical Assistance Services for the City of Pontiac Code Enforcement Division. Moved by Councilperson Carrington and second by Councilperson Rutherford.

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 procedure and workflow, 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.

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

No: None

Resolution Passed

Public Comment

1. Beatrice Wright
2. Dr. Deirdre Waterman
3. Pastor Kathy Dessureau
4. Darlene Clark
5. Chuck Johnson

Discussions

Citywide Cleanup Activities Underway

Annual Dog License Requirements in Michigan, Dog License Available with Oakland County until June 1, 2023 (delinquency and higher licensing fees begin June 2, 2023)

Communications

City Council and Mayor's Office

April 18, 2023 Draft

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Councilman William Parker Jr., Councilman Brett Nicholson, Councilwoman Kathalee James, Councilman Mikal Goodman, Councilwoman Melanie Rutherford, Council President Pro-Tem William Carrington and Council President Mike McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 8:00 p.m.

Garland S. Doyle
City Clerk

CONSENT AGENDA C



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Allen H. Cooley, III, Department of Public Works Director

DATE: April 12, 2023

RE: The Purchasing Manager and the Department of Public Works (DPW) Director request that City Council approves an additional \$252 to purchase trailers.

The price for the purchase of the initial trailers presented to the City Council on April 11, 2023, is no longer valid. The initial quote was dated 4/1/2023 and the initial purchase price was \$10,998. The new purchase price is \$11,250.

WHEREAS, The Purchasing Manager has ensured that the DPW trailer purchase adheres to the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases;

WHEREAS, the Purchasing Manager is requesting to approve the price increase to secure the trailer purchase;

NOW, THEREFORE, The Pontiac City Council approves the price increase for DPW to secure the purchase by way of an approved purchase order.

AM

U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

Vincente Jimenez

Buyer's Order

Date
Deal No.
Salesperson Chandler Wright
Lienholder NONE

48341

H 248-758-3930 W

C 248-758-3930

Email vjimenez@pontiac.mi.us

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U1824P1374713	NB281	\$5,499.00
New	2023	SURE-TRAC	7X18 TTOP 7K TAN	5JW1U182XP1378846	NC16	\$5,499.00

Options:

Dealer Unit Price	\$10,998.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Cash Price	\$10,998.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$10,998.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$10,998.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$10,998.00

Trade Information

Monthly Payment of \$234.57 For 60 Months at 9.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

ST TUBE TOP UTILITY - TANDEM AXLE

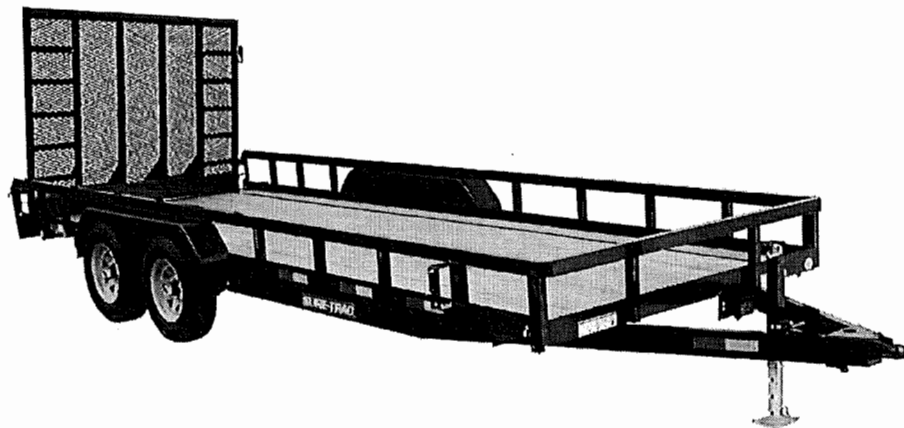
	TA 7' x 14'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'	TA 7' x 16'	TA 7' x 18'	TA 7' x 20'
Model #	ST8214TAT-B-070	ST8216TAT-B-070	ST8218TAT-B-070	ST8220TAT-B-070	ST8216TAT-B-100	ST8218TAT-B-100	ST8220TAT-B-100
GVWR (lb.)	7000	7000	7000	7000	9900	9900	9900
GAWR (lb. / axle)	3500	3500	3500	3500	5200	5200	5200
Curb Weight	1700	1820	2200	2410	2530	2650	2770
Payload	5300	5180	4800	4590	7370	7250	7130
Frame	3 x 2 x 1/4 Angle		4 x 3 x 1/4 Angle		5 x 3 x 1/4 Angle		
Cross Members	3 x 2 x 3/16 Angle (24" On-Center)						
Top Rail	2 x 2 Square Tube				3 x 2 Tube		
Tongue	4" Channel (A-Frame)				5" Channel (A-Frame)		
Uprights	2 x 2 square Tube						
Coupler	2-5/16" A-Frame Coupler						
Jack	Setback 2K Zinc Plated Jack				Setback 7K Drop Leg Jack		
Fenders	Tread Plate, Double Brake						
Easy Lube Axles	Cambered Brake (Both Axles)				Cambered Brake (Both Axles)		
Suspension	Equalized Leaf Spring						
Tires	205/75R15 LRC				225/75R 15 LRD		
Wheels	15", 5 on 4.5, Radial Tires				15", 6 on 5.5, Radial Tires		
Decking	2 x 6 Pressure Treated Pine						
Lights	All LED Lights						
Electric Plug	7-Way RV-Style Molded Plug						
Finish	Powder Coated High Gloss Black						
Overall Length	215"	239"	263"	287"	239"	263"	287"
Bed Length	168"	192"	216"	240"	192"	216"	240"
Bed Width	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"	81.5"
Deck Height	18"	18"	18"	18"	19.5"	19.5"	19.5"
Coupler Height	16"	16"	16"	16"	17"	17"	17"
Gate	2 x 2 Tube, Mesh Covered, Full-Width Spring Assist Ramp Gate with Handle				Reinforced (Ladder Style)		

10K MODELS

INCLUDE SETBACK 7K DROP LEG JACK, 3" X 2" TUBE TOP RAIL AND LADDER REINFORCED GATE

TUBE TOP UTILITY - TANDEM AXLE STANDARD FEATURES

13" Tall Sides 2" x 2" Tube Top Rail (7K Models) 3" x 2" Tube Top Rail (10K Models) Tube Uprights 2-5/16" A-Frame Coupler 7-Way RV-Style Molded Plug Breakaway Switch with Battery Wiring Enclosed in Tubular Steel Setback 2K Zinc Plated Jack (7K Models) Setback 7K Drop Leg Jack (10K Models)	Fold-Flat HD Ramp Gate with Handle Fold-Flat HD Reinforced (Ladder Style) Ramp Gate with Handle (10K Models) Spring-Assisted Rear Ramp Gate Self-Retained Gate Pins Tread Plate Fenders Brakes on Both Axles Easy Lube Hubs 15" Radial Tires Silver Wheels	Wheel Assembly, 205 75R15 LRC (7K Models) Wheel Assembly, 225 75R15 LRD (10K Models) Powder Coat Finish Pressure Treated 2" x 6" Decking Front and Rear Board Retainers Stake Pockets Spare Tire Carrier All LED Lights
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U.S.27 MOTORSPORTS & TRAILERS

5301 N. U.S. 27 HWY
ST. JOHNS MI 48879
989-224-8874

CITY OF PONTIAC

Buyer's Order

47450 WOODWARD AVE
PONTIAC, MI 48342

Date
Deal No.
Salesperson Chandler Wright
Lienholder NONE

H W 248-758-3930 C 248-701-8359 Email vrjimenez64@gmail.com

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	SURE-TRAC	7X20 TTOP 7K TAN	5JW1U2021P1374699	NB256	\$5,625.00
New	2023	SURE-TRAC	7X20 TTOP 7K TAN	5JW1U202XP1374698	NB255	\$5,625.00

Options:

Dealer Unit Price	\$11,250.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Trade Information

Cash Price	\$11,250.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$11,250.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$11,250.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$11,250.00

Monthly Payment of \$239.96 For 60 Months at 9.99% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

#4

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).

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.

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Office of the City Clerk

TO: Honorable City Council
FROM: Garland S. Doyle, M.P.A., City Clerk
DATE: April 18th, 2023
RE: **Application for Charitable Gaming License**

Leadership Oakland is a nonprofit organization that recently relocated to Pontiac, Michigan. They are requesting a resolution to be recognized as a local nonprofit organization, as required by the State of Michigan in order for them to receive their charitable gaming license.

cc: Mayor Greimel
Deputy Mayor Stephens



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800831270

[Request certificate](#)[Return to Results](#)[New search](#)

Summary for: LEADERSHIP OAKLAND

The name of the DOMESTIC NONPROFIT CORPORATION: LEADERSHIP OAKLAND

Entity type: DOMESTIC NONPROFIT CORPORATION

Identification Number: 800831270 Old ID Number: 755474

Date of Incorporation in Michigan: 01/05/1998

Purpose:

Term: Perpetual

Most Recent Annual Report: 2022

Most Recent Annual Report with Officers & Directors: 2022

The name and address of the Resident Agent:

Resident Agent Name: SUSAN HOLLADY

Street Address: 790 JOSLYN AVENUE

Apt/Suite/Other: 2ND FLOOR

City: PONTIAC

State: MI

Zip Code: 48340

Registered Office Mailing address:

P.O. Box or Street Address: 790 JOSLYN AVENUE

Apt/Suite/Other: 2ND FLOOR

City: PONTIAC

State: MI

Zip Code: 48340

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	C.J. FELTON	5505 CORPORATE DRIVE SUITE 300 TROY, MI 48098 USA
PRESIDENT	TAMMI SHEPHERD	1200 NORTH TELEGRAPH ROAD BUILDING 49W PONTIAC, MI 48341 USA
TREASURER	SUSAN BAILEY	755 WEST BIG BEAVER ROAD SUITE 2300 TROY, MI 48084 USA
SECRETARY	DUSTIN MCCLELLAN	P.O. BOX 431362 PONTIAC, MI 48343 USA
DIRECTOR	MARY MBIYA	5151 CORPORATE DRIVE TROY, MI 48098 USA
DIRECTOR	TINA BARTON	7985 CLEMAE DAVISBURG, MI 48350 USA
DIRECTOR	PETER KARSTEN	1500 UNIVERSITY DRIVE AUBURN HILLS, MI 48326 USA
DIRECTOR	FARIS ALAMI	3334 ROCHESTER ROAD SUITE 247 TROY, MI 48083 USA
DIRECTOR	CARNITA HUNT	121 PEARL STREET YPSILANTI, MI 48197 USA
DIRECTOR	CHRISTINE SANTOS	20700 CIVIC CENTER DRIVE SOUTHFIELD, MI 48076 USA
DIRECTOR	MICHELLE SHERMAN	5716 MICHIGAN AVENUE SUITE 3000 DETROIT, MI 48210 USA

DIRECTOR	MATTHEW ALLEN	840 WEST LONG LAKE ROAD SUITE 150 TROY, MI 48098 USA
DIRECTOR	JONATHAN BERG	201 W. BIG BEAVER ROAD SUITE 500 TROY, MI 48084 USA
DIRECTOR	CHERYL BOODRAM	200 DIVERSION STREET ROCHESTER HILLS, MI 48307 USA
DIRECTOR	MELISSA FOREMAN-LOVELL	44201 DEQUINDRE TROY, MI 48085 USA
DIRECTOR	SANDY HARVEY	15553 TIMBERS EDGE DRIVE CLINTON TOWNSHIP, MI 48035 USA
DIRECTOR	STEVE SELINSKY	3150 LIVERNOIS SUITE 250 TROY, MI 48083 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Directorship basis.

☐ **Written Consent**

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

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Comments or notes associated with this business entity:

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[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received		(FOR BUREAU USE ONLY)
Name Daniel H. Minkus, Esq.		
Address 255 S. Old Woodward Ave., 3rd Floor		
City Birmingham State MI ZIP Code 48009		

DOCUMENT WILL BE RETURNED TO NAME AND ADDRESS INDICATED ABOVE

CORPORATION IDENTIFICATION NUMBER

			--			
			-			

**ARTICLES OF INCORPORATION
OF
LEADERSHIP OAKLAND**

(a Michigan Nonprofit Corporation)

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended (the "Act"), the undersigned Corporation executes the following Articles:

ARTICLE I

The name of the Corporation is Leadership Oakland.

ARTICLE II

The Corporation is organized exclusively for the purpose of receiving and administering funds for charitable, educational and scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code (the "Code"), including to ensure the continuing vitality of Oakland County by preparing motivated leaders who are educated about the County and its issues.

ARTICLE III

The Corporation will at all times be conducted as an organization described in Section 501(c)(3) of the Code. The Corporation will not carry on any activities which are not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, (b) a corporation eligible to receive tax deductible contributions under Section 170(c) and Section 2055, Section 2522 or Section 2106 of the Code, or (c) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

No part of the assets or net earnings of the Corporation may inure to the benefit of or be distributable to its Directors, officers, or other private persons; provided, however, that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes.

No substantial part of the activities of the Corporation will be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation will not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office and will not publish or distribute statements relating to political campaigns.

ARTICLE IV

The Corporation is organized on a non-stock basis.

The Corporation has no real property or personal property assets.

The Corporation is to be financed through contributions and investment income.

The Corporation is organized on a directorship basis.

ARTICLE V

The address of the registered office is 4555 Investment Drive, Troy, Michigan 48098.

The name of the resident agent at the registered office is Lucia M. Pararelli

ARTICLE VI

The names and addresses of the incorporators are as follows:

Kay Benesh

Margo King

John Fovnesi

600 Renaissance Center
Suite 900
Detroit, MI 48243-1274

104 N. Foundation Hall
Rochester, MI 48309-4401

2699 Tower Hill Road
Rochester Hills, MI 48306

ARTICLE VII

Except as otherwise provided by law, a volunteer Director or volunteer officer of the Corporation is not personally liable to the Corporation for monetary damages for a breach of the Director's or officer's fiduciary duty.

The Corporation assumes all liability to any person other than the Corporation for all acts or omissions of a volunteer Director incurred in the good faith performance of his or her duties as a Director.

The Corporation assumes the liability for all acts or omissions of a volunteer Director or volunteer officer, provided that:

- (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) the volunteer was acting in good faith;
- (c) the volunteer's conduct did not amount to gross negligence or willful or wanton misconduct;
- (d) the volunteer's conduct was not an intentional tort; and
- (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Act.

ARTICLE VIII

Upon the termination, dissolution or winding up of the Corporation, the Board of Directors will distribute all remaining assets of the Corporation for a purpose or to an organization or organizations described in Section 501(c)(3) of the Code.

ARTICLE IX

These Articles may be amended or repealed by a majority vote of the Directors of the Corporation then in office at any regular or special meeting of the Directors provided that any statutory notice requirements are met.

Signed by the Incorporators this ___ day of January, 1998.

Kay Benesh

Margo King

John Fovenesi

Adopted: As of January 2, 1998

BYLAWS
OF
LEADERSHIP OAKLAND

ARTICLE I

Board of Directors

Section 1. Directorship. The Corporation is organized upon a directorship basis. The property, business and affairs of the Corporation will be managed by its Board of Directors.

Section 2. Number and Term of Office. The Board of Directors of this Corporation will consist of not less than five nor more than 21 persons, as determined by the Board of Directors.

The terms of the Directors will be staggered so that at each annual meeting, approximately one-third of the Directors will be elected. The members of the first Board of Directors will be divided as nearly as possible into three classes of equal size: the first class to serve a one-year term, the second class to serve a two-year term and the third class to serve a three-year term. Thereafter, the term of office of any Director will be for three years from the date of his or her election or appointment by the affirmative vote of a majority of the Directors then in office, based upon the recommendations of the Nominating Committee, and continue until his or her successor has been elected and qualified, unless the Director is appointed to fill a vacancy, in which event it will be for the remainder of the term to which the Director is succeeding. No Director will serve more than two consecutive three-year terms; provided, however, that a Director who is elected to serve less than a three-year term will be allowed to serve two additional three-year terms, and provided further that, if a person is serving as an officer of the Corporation but has completed service as a Director for two consecutive three-year terms, he or she shall be permitted to continue to serve as a Director until service as an officer of the Corporation is completed.

Directors are required to consistently attend Board meetings and to attend not less than two sessions sponsored by the Corporation during each academic year. Each Director must serve as a member on not less than one committee of the Corporation. Board members shall also support the recruiting process and alumni programs of the Corporation and attend Corporation alumni functions.

Section 3. Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. A Director may be removed, either with

or without cause, by the affirmative vote of a majority of the Directors then in office, based upon the recommendation of the Nominating Committee.

If a vacancy has occurred among the members of the Board as a result of death, resignation, removal, or otherwise, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, based upon the recommendation of the Nominating Committee.

Section 4. General Powers as to Negotiable Paper. The Board of Directors may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the President or any Vice President, and, if necessary, attested by the Secretary or the Treasurer.

Section 6. Compensation. Directors will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Director in his or her capacity as a Director.

ARTICLE II

Meetings

Section 1. Annual Meeting. The annual meeting of the Directors of the Corporation will be held at the principal office of the Corporation on the third Friday of June of each year, or at any other place and date as designated by the Directors for the purpose of electing Directors and officers for the ensuing year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and will be called by the President or Secretary at the direction of not less than two Directors or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the President or Secretary and stated in the notice of meeting. Any request for a meeting by the Directors must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Directors will be given either personally or by mail to each Director not less than ten days before a regular meeting and not less than two days before a special meeting. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned is announced at the meeting. At the adjourned meeting, the only business that may be transacted is business which might have been transacted at the original meeting.

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. If there are eight or more Directors in office, then one-third of all the Directors will constitute a quorum of the Board of Directors at any meeting. If there are less than eight Directors in office, then a majority of all the Directors will constitute a quorum at any meeting. The vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the action of the Board of Directors, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct at Meetings. Meetings of the Directors will be presided over by the President. The Secretary or an Assistant Secretary of the Corporation or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.

Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Directors may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board of Directors.

Section 8. Telephonic Conferences. A Director may participate in a meeting of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE III

Officers

Section 1. Election or Appointment. The Board of Directors will elect a President, a Secretary and a Treasurer of the Corporation at each annual meeting and may elect a Vice President, Assistant Secretary and Assistant Treasurer. It is anticipated that elected officers will follow the progression from Secretary to Treasurer to Vice President to President. It is also anticipated that the immediate Past President will serve an ex-officio role on such committees as the Nominating Committee may deem appropriate. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Directors may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Directors, with or without cause, by the affirmative vote of a majority of the Directors then in office, whenever in their judgment the best interest of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation will receive reasonable compensation for his or her services as fixed by the Board of Directors.

Section 4. The President. The President will be the chief executive officer of the Corporation and will have general and active management of the activities of the Corporation. The President will see that all orders and resolutions of the Board of Directors are carried into effect. The President will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Directors to some other person. The President will preside at meetings of the Directors and in his or her absence, the Directors present at the meeting will designate another presiding officer.

Section 5. Vice President. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President and will perform any other duties prescribed by the Board of Directors or the President.

Section 6. The Treasurer. The Treasurer will oversee the financial activities of the Corporation. The Treasurer will perform all duties incident to the office of Treasurer and other

administrative duties as may be prescribed by the Board of Directors. All books, papers, vouchers, money and other property of whatever kind belonging to the Corporation which are in the Treasurer's possession or under his or her control will be returned to the Corporation at the time of his or her death, resignation or removal from office.

Section 7. The Secretary. The Secretary will attend all meetings of the Board of Directors and record the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Board of Directors for which notice may be required and will perform any other duties prescribed by the Directors.

Section 8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Directors.

ARTICLE IV

Committees

Section 1. Executive Committee. The Board of Directors may establish an Executive Committee consisting of the officers of the Board. The Executive Committee, subject to those limitations as may be required by law or imposed by resolution of the Board of Directors, may exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation between meetings of the Board of Directors, except that such Executive Committee will not have power or authority to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Approve the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Approve the dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board; or
- (g) Fix compensation of the Directors for serving on the board or on a committee.

Section 2. Other Committees. The Board of Directors may designate other committees as deemed appropriate, including but not limited to, a Nominating Committee, a

Development Committee, a Finance Committee, a Program Committee and an Alumni Committee. Qualified non-Board members may be selected to serve on committees other than the Executive Committee. In addition to the authority delegated to each committee by the Board of Directors, the committees will have the following responsibilities:

- (a) Nominating Committee. The Board of Directors shall create a Nominating Committee with representation from a minimum of three Board members. The Nominating Committee will present a list of preferred candidates to the Board for the election of Directors, officers and members of the Advisory Board of the Corporation. The Nominating Committee will also select the members of the Development Committee, Finance Committee, Program Committee and the Chair of the Alumni Committee. The President of the Corporation will serve as Chair of the Nominating Committee and will preside over meetings of the Nominating Committee, which will meet at least three times per year.
- (b) Development Committee. The Board of Directors shall create a Development Committee, which will consist of one or more members of the Board of Directors and the Advisory Board and such other persons as the Nominating Committee deem appropriate after consultation with the Vice President of the Corporation. The Development Committee shall study and make recommendations to the Board of Directors concerning recruiting, marketing, sponsorship (for which separate sub-committees may be created) and sources and methods of funding for the Corporation and shall have such other duties in connection with fund raising as the Board of Directors deems appropriate. The Vice President of the Corporation will serve as Chair of the Development Committee and will preside over meetings of the Nominating Committee, which will meet at least three times per year.
- (c) Finance Committee. The Board of Directors shall create a Finance Committee, which will consist of one or more members of the Board of Directors and Advisory Board, and such other persons as the Nominating Committee will deem appropriate after consultation with the Treasurer of the Corporation. The Finance Committee will have responsibility for preparation of budgets and for investment of Corporation assets, shall supervise the work of accountants retained by the Corporation, shall accept or reject contributions proposed to the Corporation pursuant to guidelines established and adopted by the Board of Directors and shall have such other duties and responsibilities as may from time to time be prescribed by the Board of Directors. The Treasurer of the Corporation will serve as Chair of the Finance Committee and will preside over meetings of the Finance Committee which will meet at least three times per year.
- (d) Program Committee. The Board of Directors shall create a Program Committee, which committee will be comprised of any number of members of the Board of Directors and Advisory Board as the Nominating Committee will deem

appropriate after consultation with the Secretary. The Program Committee will be responsible for establishing and selecting the programs and activities of the Corporation. the Secretary of the Corporation will serve as Chair of the Program Committee and will preside over meetings of the Program Committee, which will meet at least four times per year.

- (e) Alumni Committee. The Board of Directors shall create an Alumni Committee, which committee will be comprised of any number of members of the Board of Directors and Advisory Board, as well as alumni of the Corporation, who the Chair of the Alumni Committee deems appropriate. The Alumni Committee will be responsible for organizing and planning all alumni activities, which will include at least four activities per year. A member of the Board of Directors, as selected by the Nominating Committee, will be the Chair of the Alumni Committee and will preside over meetings of the Alumni Committee.

Section 3. Procedure. All committees, and each member thereof, will serve at the pleasure of the Board of Directors. The Board of Directors will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of any members of committee will constitute a quorum at the meeting.

ARTICLE V

Advisory Board

Section 1. Number and Qualification. The Corporation will establish an Advisory Board. The initial Advisory Board will consist of up to 25 persons as determined by the Board of Directors. Thereafter, the Advisory Board will consist of not more than 35 members as determined by the Board of Directors.

Section 2. Term. All members of the Advisory Board will serve for one-year terms at the pleasure of the Board of Directors, and thereafter until his or her successor has been elected or until his or her resignation or removal. No member of the Advisory Board may serve more than five consecutive terms; provided, however, that an individual who is elected to serve less than one year will be allowed to serve up to five additional consecutive one-year terms.

Section 3. Purpose and Duties of the Advisory Board. The purpose of the Advisory Board is to serve as a place for initial involvement with the Corporation for future members of the

Board of Directors as well as a place for persons desiring to assist the Corporation with minimum involvement after active participation on the Board of Directors or as an officer of the Corporation.

Members of the Advisory Board are required to consistently attend Advisory Board meetings and to attend not less than one session sponsored by the Corporation during each academic year. Each member of the Advisory Board must serve as a member on not less than one committee of the Corporation. Advisory Board members shall also support the recruiting process and alumni programs of the Corporation and attend Corporation alumni functions. Advisory Board members may be invited to Board meetings by the President. Any Advisory Board members attending a Board meeting shall be entitled to fully participate in such meeting, but shall not have any vote at such meeting.

Section 4. Procedure. Regular or special meetings of the Advisory Board may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of the Advisory Board will constitute a quorum at the meeting.

ARTICLE VI

Indemnification

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director, officer or member of the Advisory Board of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, member of the Advisory Board, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Director, officer or Advisory Board member of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, Advisory Board member, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

ARTICLE VII

Conflicts of Interest

Section 1. Disclosure. When a member of the Board or an officer is affiliated with an organization seeking to provide services or facilities to the Corporation, or when a member of the Board or officer has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed to the Board of Directors and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when a Board member or officer or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

Section 2. Voting. Any Board member or officer having a duality of interest or possible conflict of interest on any matter should not vote or use his or her personal influence on the matter, and should not be counted in determining a quorum for the meeting at which the matter is voted upon, even though permitted by law. The Board should obtain and rely on appropriate comparability data, when applicable. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, that his or her presence was not counted in determining a quorum, and that comparability data was considered.

Section 3. Statement of Position. The foregoing requirements should not be construed to prevent a Board member or officer from stating his or her position on the matter under consideration, nor from answering questions of other Board members relating to the matter.

ARTICLE VIII

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will end on the last day of December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative vote of a majority of the Directors of the Corporation then in office.

Adopted: As of January 2, 1998

Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 13 2003

Employer Identification Number:

38-3390575

DLN:

17053039726003

Contact Person:

JODI L GARUCCIO

ID# 31481

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

September 1998

Addendum Applies:

No

LEADERSHIP OAKLAND
4555 INVESTMENT DR STE 302
TROY, MI 48098

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Allen H Cooley III, Director of Public Works

DATE: April 18, 2023

RE: The Purchasing Manager and the Department of Public Works Director request that City Council approves that the Mayor or Mayor Designee execute a contract with Action Traffic Maintenance for the City's Right of Way Signage Services, for a not-to-exceed amount of \$225,000 per fiscal year (\$140,000 for FY 22-23) for a three-year period, beginning with May 2022, as the City budget allows.

The Purchasing Division completed the competitive bid process for Right Away Signage. The bid was posted on March 23, 2023; a total of 18 firms requested the solicitation documents. The bid closed on April 10, 2023, and one contractor submitted a bid proposal, which is Action Traffic Maintenance.

Action Traffic Maintenance will provide Right of Way Signage Maintenance Services to the City of Pontiac to improve signage for the City's major and local roads. The contractor will be responsible for printing and installing replacement signs that are damaged or destroyed.

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;

WHEREAS, the Purchasing Manager is requesting to establish a three-year contract with Action Traffic Maintenance for Right Away Signage Services, and that the agreement has an option to renew for year four and five;

NOW, THEREFORE, The Pontiac City Council approves that the mayor executes a three-year agreement, with Action Traffic Maintenance, with an option to renew for year four and five.

AM



47450 Woodward Avenue, Pontiac, MI 48342
E: Purchasing@pontiac.mi.us

NOTICE OF INTENT TO AWARD

Posting Date: April 14, 2023

The City of Pontiac's Purchasing Division INTENDS TO AWARD:

SOLICIATION No.: 23-203-001

FOR: Right of Way Sign Maintenance

TO: Action Traffic Maintenance

Any bidder wishing to protest the proposed intent to award must submit a written notice of intent to protest to the purchasing manager via email to purchasing@pontiac.mi.us before the close of business (5 pm) on the last day of the protest period, which is:

Friday, April 21, 2023

John Marsh

John Marsh
Purchasing Assistant



CONTRACT DOCUMENT
FOR

CITY OF PONTIAC
RIGHT AWAY SIGNAGE MAINTENANCE SERVICES

CITY OF PONTIAC – DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: April 30, 2026

Contract - NOT TO EXCEED AMOUNT - \$140,000 per fiscal year (7/1 – 6/30)

This Contract effective as of April 28, 2023 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan ("City"), and ACTION TRAFFIC MAINTENANCE, INC., a Michigan Corporation, whose address is 5182 South Saginaw Rd, Grand Blanc, MI 48507 ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "City" means the City of Pontiac, a Michigan Municipal Corporation, its council, elected officials and officers, departments and "City Agent" as defined below.
- 1.2. "City Agent" means all elected and appointed officials, directors, council members, employees working on behalf of the City, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City agent" shall also include any person who was a "City

agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

- 1.3. "Contract Administrator" or "City Representative" means the individual by the City to act as a liaison between the City and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.
- 1.4. "Contract Documents" means the following documents which are included and fully incorporated into this Contract:
 - 1.4.1 **Exhibit A: Request for Proposal**
 - 1.4.2 **Exhibit B: Scope of Services**
 - 1.4.3 **Exhibit C: Contractor's Proposal**
- 1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6. "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.
- 1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.8. "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.9. "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.
- 1.10. "Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.
- 1.11. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.
- 1.12. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the City.
 - 2.1.3. This Contract is signed by the City of Pontiac Mayor or his designee, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon Thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the City is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the City may terminate, end or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 2.3. The City's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 2.5. Under no circumstances shall the City be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the City or Services were actually rendered pursuant to this Contract.

3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1 Services. The Contractor shall provide Right of Way Signage Maintenance Services to the City of Pontiac for its local and major roads. The Contractor shall perform all Scopes of Service as identified in **Exhibit A**.
 - Except as otherwise provided herein, the Contractor shall furnish all labor, supervision, and services necessary to execute and complete the work correctly.

- The City's Mayor, Deputy Mayor, Department of Public Works (DPW) Director, and Purchasing Manager, who the Mayor may assign as a designee, shall have permission to contact Contractor to request Services.
- The Contractor will forward all questions, as they arise, to the Economic Development Manager regarding the Scope of Work, and to the Purchasing Manager as it relates to contract and purchase order.

3.2 Quality Control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

3.3 City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse, replace or restore the City for any loss or damage, normal wear and tear excepted.

4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

4.1. Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any services under this Contract shall be:

4.1.1. In no event, shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the City with notice of this contingency at least fifteen (15) Days before this event.

4.1.2 The Contractor shall submit an invoice to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.

4.1. Method of Payment. Method of Payment as specified in **Exhibit A**. Contractor shall invoice on a monthly basis, in accordance with section 3.8 of the RFP, for services completed, no later than the 5th of each month, until the Scope of Services are complete. Contractor must email all invoices to accountspayable@pontiac.mi.us for processing. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and final clean-up has been performed. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

- 4.2. Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 4.3. The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that is the obligations of Contractor under this Contract. This includes withholding payment in the amount of any City provided equipment, or supplies (if applicable) that are not returned by Contractor upon completion of the services provided under this Contract.
- 4.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 4.5. Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A), or the Scope of Work that will be later defined for each home.
- 4.6. Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract.

5. CONTRACTOR'S ASSURANCES, WARRANTIES AND DEFAULT

- 5.1. The Contractor certifies that all statements, assurances, records, and materials submitted to City in connection with securing this Contract have been truthful, complete and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future City contracts. The City's right to cancel this Contract as provided herein shall be in addition to any other rights the City has to terminate or cancel this Contract.
- 5.2. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.3. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.4. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.

- 5.5. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or be required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 5.6. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.7. Tax Compliance. Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

- All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

5.8. Contractor Employees.

- 5.9.1 The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 5.9.2 The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.9.3 (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following situations occur: (1) Upon completion of the last day of work provided under

this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.

5.9.4 All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.

5.9. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. The Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. The Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.10. Full Knowledge of Service Expectations and Attendant Circumstances. The Contractor warrants that before submitting its bid and entering into this Contract, it had a full opportunity to review the proposed services, examine all measurements, dimensions, and existing conditions of the work area for this Contract and to review all City requirements and expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute and perform this Contract. The Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.11. Independent Contractor. The Contractor's Relationship to the City Is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

5.12. Default. In addition, to a breach of the terms of any condition or warranty set forth in this Contract, the following events shall constitute a default of Contractor:

- Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified.
- Causes stoppage or delay of, or interference with, the project.
- Fails to promptly pay its employees for work on the project.
- Fails to pay worker's compensation or other employee benefits, withholding or

any other taxes.

- Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.
- Makes unauthorized changes in supervisory personnel without Notice to Contract Administrator.
- Fails in performance or observance of any of the provisions of the contract.
- Files a voluntary petition in bankruptcy or is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code; files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors; seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property; makes an assignment for the benefit of creditors; or Makes an admission, in writing, of its inability to pay its debts as they became due.

5.13. Then City, after giving Contractor written or oral (subsequently confirmed in writing) Notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1. Indemnification. The Contractor shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of the Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.1 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the City for all claims asserted against the City and if the insurance company prevails, the Contractor shall indemnify the City for uncollectible accounts.

6.1.2 The Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.

6.1.3 The Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.

6.2 Contractor Provided Insurance.

6.2.1 At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the specifications and requirements set forth in **Exhibit A, Section 3.11 Bonds and Insurance.**

7. GENERAL TERMS AND CONDITIONS

7.1. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- "CONTRACTOR'S ASSURANCES AND WARRANTIES";
- "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
- "Audit";
- "Severability";
- "Governing Law/Consent To Jurisdiction And Venue"; and

- "Survival of Terms And Conditions".

7.3. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to Contractor if the City suspends services under this Section.

7.4. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties or except as specifically set forth in the Contract, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract. The Contractor shall deliver all certificates of inspection to the City, if applicable.

- The Contract Administrator or designee shall act as inspector for this project.
- The inspector shall have access to the Work under this Contract.

7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

- Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

- 7.9. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 7.10. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the City. Contractor shall give the City notice if there are any City Agents or relatives of City Agents who are presently employed by Contractor.
- 7.11. Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.
- 7.12. Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with terms of this Contract.
- 7.13. Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the City with reasonable access to such book and records.
- 7.14. Audit. Contractor shall allow the City's Finance Director Division, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to

respond in writing within thirty (30) business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.

7.15. Delegation /Subcontract/Assignment.

- The Contractor shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the City.
- The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the City for any obligations under the Contract not completely performed or incorrectly performed by any Contractor delegee or subcontractor.
- The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors.
- Should a subcontractor fail to provide the work as required by the Contract, the Contractor shall contract with another entity to perform the work in a timely manner. Any additional costs associated with securing a competent subcontractor and performing the required work shall be the sole responsibility of the Contractor.
- If any part of the Contractor's services depends upon the work of any other contractor or subcontractor, the Contractor shall inspect and promptly report to the City any defects in such work that shall render it unsuitable. The failure to inspect and report shall constitute an acceptance of the other contractor's or subcontractor's services.

7.16. This Contract cannot be sold. The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.

7.17. Contractor Bankruptcy. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.

7.18. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.

7.19. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver

of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.20. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

7.21. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

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

For the Contractor: Mike Derrick
Estimator
Action Traffic Maintenance, Inc.
5182 South Saginaw
Grand Blanc, MI 48507
P: (810) 853-2006
E: derrickm@actiontraffic.net

For the City: Allen H. Cooley, III
Director, Department of Public Works (DPW)
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
P: (248) 758-3617
E: acooley@pontiac.mi.us

7.23. Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both

Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.

7.24. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.

7.25. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.26. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.

7.27. Contractor Use of City Licensed Software. Except as otherwise set forth in the Exhibits A and C, in order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person

or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 7.28. Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the City, and by doing so legally obligates and binds Contractor and the City to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

DATE: _____

Name _____

Title _____

FOR THE CITY OF PONTIAC:

BY: _____

DATE: _____

Allen H. Cooley, III
Director, Department of Public Works

BY: _____

DATE: _____

Timothy Sadowski,
Finance Director

BY: _____

DATE: _____

Tim Greimel, Mayor

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____

DATE: _____

Allen H. Cooley, III
Director, Department of Public Works

Exhibit A
Request for Proposal



City of Pontiac
Finance Department, Purchasing Division
47450 Woodward Avenue, Pontiac, MI 48342

REQUEST FOR QUOTE

FOR

RIGHT OF WAY SIGN MAINTENANCE

SOLICITATION No. 23-203-001

DEADLINE TO SUBMIT QUESTIONS	DEADLINE FOR BIDS
Monday, April 3, 2023 Time: 4 pm EST Via BidNet (BS&A Electronic Bid Submission Guide.pdf (revize.com))	Monday, April 10, 2023 Time: 4 pm EST Via BidNet (BS&A Electronic Bid Submission Guide.pdf (revize.com))

NOTICE TO CONTRACTORS AND SCOPE OF SERVICES

The City of Pontiac is seeking a Contractor to provide Right of Way Sign Maintenance for the City's streets. The Contractor who receives the bid award will be responsible for printing and installing replacement signs that are damaged or destroyed. The City typically replaces up to 150 signs per year as designated by the Department of Public Works (DPW).

Solicitation Process Milestone Schedule	
Solicitation Posted	Thursday, March 23, 2023
Deadline to Submit Questions via BidNet	Monday, April 3, 2023
Deadline for City to Respond to Questions via BidNet	Wednesday, April 5, 2023
Deadline for Bid Submission via BidNet	Monday, April 10, 2023 @ 2 pm
Public Opening	Monday, April 10, 2023 @ 2:30 pm
Notice of Intent to Award	By Friday, April 14, 2023
Notice of Award	By Wednesday, April 19, 2023

1. SCOPE OF SERVICES

1.1 Print and Install Replacement

- a. Print and install replacement street/traffic control signs for all City of Pontiac's streets.
- b. Print signs per accepted federal, state, and local standards (Michigan Department of Transportation - MDOT).
- c. Have an In-house sign shop.
- d. All signs bid under this bid will be standard signs as specified in the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), current revision.
- e. Signs should be 10-gauge aluminum.
- f. Contractor must dispose of waste.

1.2 Install Signs

- a. Replace poles if necessary.
 - i. Round Galvanized Steel Post, 2" nominal size, 2 1/8" ID, 2 3/8" OD, .125 thickness, 3 lb. per lineal foot
 - ii. U-Channel Sign Posts (11'-12")
- b. Replace fixture if necessary
 - i. All bolts should be zinc plated steel (not vandal proof)

1.3 Equipment

- a. List equipment intended to perform scope of work

1.4 Requirements

- a. Must possess a CDL license.
- b. Must coordinate with Miss Dig when required.
- c. Contractor shall provide to the City a daily status report of work performed, the previous business day. The report is due by 10:00 am the next business day.

1.5 Service and Response Time

- a. Contractor must have a 24-hour emergency response time.
- b. Install in volumes, when possible, to achieve a price reduction.
- c. Emergency service is required on all traffic control signs (fixed and/or replaced within 24-hours).
- d. Operations must be within 50 miles of the Pontiac city limits. Site visit may be required to verify location.

1.6 Safety Standards

All safety standards must:

- a. Adhere to Federal, State, and Local safety standards.
- b. Must be in accordance with Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and American Association of State Highway and Transportation Officials (AASHTO).

Please refer to the website for any addendums that may be issued. Purchasing recommends that respondents who submit bids before the deadline are advised to continue monitoring the City's Purchasing web page for any addendums and notices that may be issued. Respondents may click on the MITN link on the Purchasing web page to access the City's BidNet web page, where all the City's solicitations and related documents are available.

If you have any questions regarding the solicitation process only, please contact the Purchasing Manager (also referred to herein as Purchasing Agent") by sending an email to Purchasing@pontiac.mi.us. Questions pertaining to the Scope of Work must be submitted electronically using BidNet. Responses to questions submitted will be posted to BidNet as an addendum.

2. INSTRUCTIONS TO CONTRACTORS

2.1 Bids to be Received

Bids for the Right of Way Sign Maintenance must be submitted via BidNet no later than the time specified in the Solicitation Process Milestone Schedule on page 2 of this solicitation. Instructions for submitting documents via BidNet may be found on the Purchasing web page located at [BS&A Electronic Bid Submission Guide.pdf \(revize.com\)](#). **Sealed bids will not be accepted for this solicitation.** Please ensure that Attachments A & B are uploaded in BidNet.

2.2 Examination of Bid Documents

Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2.3 Withdrawal of Bids

Any bidder may withdraw his bid, in writing, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

2.4 Bid Form

Each bid shall be made on the form provided (**refer to Attachment B**), and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the bid on behalf of the bidder. Alternate written bids will not be accepted.

2.5 Basis of Award

The intention of the City is to award the contract to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner, and within the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience in Right of Way Sign Maintenance.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid, and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid, and the Purchasing Ordinance of the City.

A maximum of one award of contract will be made on a lowest qualified bid. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

The City reserves the right to cancel this solicitation, reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding the solicitation process, please contact the Purchasing Manager (also referred to herein as Purchasing Agent") by sending an email to Purchasing@pontiac.mi.us. Questions pertaining to the Scope of Work must be submitted.

2.6 Administrative Information

- A. **Modifications and Clarifications.** In the event that it becomes necessary to revise any part of this RFQ, the City will publish an addendum on the City's Purchasing web page or BidNet web page. The City's BidNet page is City of Pontiac - Bid Opportunities and RFQs | BidNet Direct. It is the Contractor's responsibility to carefully and regularly monitor BidNet for any such postings. The City will NOT send out notification regarding updates.
- B. **Vendor Inquiries.** Unless otherwise noted, Contractors must email inquiries concerning this RFQ to obtain clarification of requirements. The City will neither accept nor answer inquiries the City receives after the deadline indicated in the Solicitation Process Milestone Schedule. Email all inquiries to Purchasing@pontiac.mi.us. Clearly identify your inquiries. Responses to Vendors' Inquiries will be published as an addendum on BidNet.
- C. **RFQ Contact.** The City's Representative for this RFQ is Alicia Martin, Purchasing Manager. The City's Representative will be the sole point of contact for Contractors with regard to this RFQ. Contractors will direct all communications concerning the RFQ to the City Representative at the email provided in this Section 1.3. Contractors will not contact City personnel in reference to this RFQ and may not reply on verbal or written statements by City personnel concerning this RFQ, except as otherwise provided in this RFQ.
- D. **Public Opening.** The Public Opening of Bids will occur on the date and at the time reflected in the Solicitation Process Milestone Schedule located on **page 2** of this solicitation. The Public Opening of Bids will be held by the Purchasing Manager. The Public Opening will only disclose the names of all Contractors who submitted a bid for valuation by the City. A bid tabulation will be posted to the City's Purchasing web page and BidNet.
- E. **Confidential/Proprietary Information.** The City is a public entity whose records are subject to Michigan's Freedom of Information Act (FOIA), MCL 15.231 et seq. Once the City awards a contract, then all bids, whether successful or not, will become public records subject to inspection to public inspection in accordance with FOIA. For this reason, the City requests that Contractors DO NOT submit in their bids information that they consider trade secrets, or otherwise confidential or sensitive commercial, financial, personal or security-related ("Confidential Information") except as absolutely necessary to respond to the RFQ. Contractors who decide that they need to submit Confidential Information in order to effectively respond to the RFQ will follow this process:
- Package the Confidential Information that is necessary to the RFQ response in a file that is separate from the remainder of the RFQ response.
 - Mark the file with "Confidential Information" or similar words.
 - Review the remainder of the Bid and ensure that it contains no Confidential Information.

- d. Include a statement in the Bid that (1) identifies the separately packed information marked "Confidential Information," and (2) describes the basis on which the Contractor wishes to exempt the content of the package from public inspection under FOIA.

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

- F. **Expense Preparing Bid.** The City will NOT reimburse contractors for any expense incurred while preparing Bids in response to this RFQ. Submission of a Bid indicates acceptance by the contractor of the conditions contained in this RFQ unless clearly and specifically noted in the submitted Bid and confirmed in the written contract between the City and the selected contractor.
- G. **City Rights.** The City reserves the right to reject any or all Bids and to select and engage that contractor deemed to best meet the City's needs, cost and other factors considered. The City reserves the right to waive any irregularity on non-compliance in any Bid, including Bids submitted after the prescribed deadline. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications, or to allow correction of errors or omissions.
 - a. The City reserves the right to retain all bids submitted and to use any ideas in any bid regardless of whether that contractor is selected. Submission of a bid indicates acceptance by the contractor of the conditions contained in this request for bid, unless clearly specifically noted in the bid submitted and confirmed in the written contract between the City and the selected contractor.

3. TERMS AND CONDITIONS

3.1 Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

3.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

3.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

3.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

3.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

3.6 Sales Tax

The City, by statute, is exempt from the State Sales and Use Tax, and Federal Excise Tax; therefore, all fees shall not include tax.

3.7 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

3.8 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice **must** be emailed to the City of Pontiac, Accounts Payable Division. The division's email is accountspayable@pontiac.mi.us. Payment Terms are Net 30.

3.9 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.
All funds must be quoted in US dollars

3.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid. The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

3.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the solicitation process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

- a. Contractual Liability;
- b. Products and Completed Operations;
- c. Independent Contractors Coverage;
- d. Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds.** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

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

Change shall be sent to: Purchasing, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3.12 Subcontracting

The City of Pontiac **will not allow subcontracting** for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Contractor as defined by law.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for by Contractor shall not be sub-contracted, assigned or transferred by the Contractor, unless with express written permission by the City of Pontiac Mayor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will commence once executed and will continue for a term of three years on an **as-needed basis** once the scope of work is complete, with an option to renew for year four and year five. Annual price adjustments will be considered and shall not exceed the percentage increase reported by the Consumer Price Index (CPI) – All Urban Consumers. Prices shall be adjusted annually in April of each year. The City anticipates that the Contractor who receives the contract award will complete the **Scope of Work no later than May 22, 2023.**

The contractor shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a bid and approval of the award of a contract shall not constitute a formed contract and the acceptance of a bid and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written contract acceptable to the City.

Attachment A
Contractor's Certification Page and Receipt of Addendums

Attention: City of Pontiac

The individual indicated below shall be the daily single-point-of-contact and the primary point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of the Scope of Work indicated therein until the Scope of Work is completed.

STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Offeror does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Offeror has thoroughly reviewed this RFQ, sample contract, and all pertinent appendices, exhibits, and attachments included as part thereof, and that we fully understand all elements required for the full completion of the project as defined therein.
2. The Offeror further certifies that, if selected as the successful Contractor, we will enter into the contract agreement included with this RFQ.
3. The prices in Contractor's bid have been arrived at independently without collusion, consultation, communication, or agreement for the purposes of restricting competition as to any matter relating to such prices with any other contractors or with any other competitor.
4. The prices quoted in Contractor's bid have not been and will not be knowingly disclosed directly or indirectly by respondent to any other contractor or competitor prior to the final date and time for submission of such bid.
5. No attempt has been made or will be made by respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
6. The Response submitted in response to the RFQ shall remain valid for a least 60 days subsequent to the date of the Response Opening and thereafter in accordance with any contract pursuant to the RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this RFQ and any contract awarded pursuant to it. The Owner may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY
RESPONDING TO THIS RFQ.**

Signature  Date 4/10/2023

Printed Name Mike Derrick EIN 38-2421492

Title Estimator

Name of Contractor Action Traffic Maintenance

Attachment B

CITY OF PONTIAC – BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder. I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in acceptance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid. DATE: 4/10/2023

FIRM NAME: Action Traffic Maintenance

BY: 

Signature

BY: Mike Derrick Estimator

Name and Title (print or type)

ADDRESS: 5182 South Saginaw Rd, Grand Blanc, MI 48507

PHONE: 810-853-2006 FAX: 810-695-7567

		Year 1	Year 2	Year 3	Year 4 option	Year 5 option
Item	Description	Price	Price	Price	Price	Price
1	Service Call emergency (less than 24 hrs notice)	\$ 5000.00	\$ 5250.00	\$ 5375.00	\$ 5500.00	\$ 5625.00
2	Sign price per sq ft installing under 60 sq ft per day	\$ 29.75	\$ 31.20	\$ 32.00	\$ 32.70	\$ 33.50
3	Sign price per sq ft installing over 60 sq ft per day	\$ 26.85	\$ 28.20	\$ 28.90	\$ 29.50	\$ 30.20
4	Sign price per sq ft delivered to City	\$ 16.00	\$ 16.80	\$ 17.20	\$ 17.60	\$ 18.00
5	Post 3# installed	\$ 168.50	\$ 176.90	\$ 181.10	\$ 185.40	\$ 189.60
6	Post 3# delivered to City	\$ 78.00	\$ 81.90	\$ 83.90	\$ 85.90	\$ 87.80
7	Post Square tube installed	\$ 375.00	\$ 393.80	\$ 403.10	\$ 412.50	\$ 421.90
8	Post Square tube delivered to City	\$ 199.50	\$ 209.50	\$ 214.50	\$ 219.50	\$ 224.40
9	Sign Bracket Installed	\$ 46.00	\$ 48.30	\$ 49.50	\$ 50.60	\$ 51.80
10	Sign Bracket delivered to City	\$ 20.00	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50
11	60" Reflective Strips Installed	\$ 32.00	\$ 33.60	\$ 34.40	\$ 35.20	\$ 36.00
12	Sign Band installed	\$ 41.50	\$ 43.60	\$ 44.60	\$ 45.70	\$ 46.70
13	Cost to reuse existing Sign	\$ 120.00	\$ 126.00	\$ 129.00	\$ 132.00	\$ 135.00
14	Core sidewalk	\$ 284.50	\$ 277.70	\$ 284.30	\$ 291.00	\$ 297.60
15	Hourly Rate for Misc. work	\$ 510.00	\$ 535.00	\$ 548.30	\$ 561.00	\$ 573.80

Street Signs have 2 sides of sheeting. Cost above should include the cost of installation (except items 4, 6, 8, and 10). Sign cost should not include the cost of the service call.

Disclaimer: The City of Pontiac reserves the right to eliminate any of the work items listed above, if the work is no longer required or is in the best interest of the City. The City of Pontiac reserves the rights to bid out any work that would be deemed outside the scope of work.

Exhibit B

Scope of Services

[Refer to Section 1 of the RFP, pp. 2-3]

Exhibit C

Contractor's Proposal

[Refer to p. 12 of the RFP]

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Alexandra Borngesser, Grants & Philanthropy Director

DATE: April 18, 2023

RE: The Purchasing Manager and the Grants & Philanthropy Department Director are requesting City Council's approval for the Mayor or Mayor Designee to execute the Order Form Agreement for the grants management software AmpliFund, for a not-to-exceed amount of \$138,000 for a three-year period, beginning with May 2022.

The Purchasing Manager utilized Gartner Peer Insights to determine if there were any competing grant management software and provided the same solution as AmpliFund. AmpliFund is a top-grant management software and competes with two other software, eCivis, and EGrAMS. After seeing the verified reviews from real users of state and local grant management software, it was clear that AmpliFund is a software that will best meet the needs of the City as it navigates the path of becoming a grantee and grantmaker. The solution's grantee and grantmaker components make it a sole source in that no other solution provides both abilities in one.

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;

WHEREAS, the Purchasing Manager is requesting to establish a three-year agreement with AmpliFund for its Grants Management Software;

NOW, THEREFORE, The Pontiac City Council approves that the mayor executes a three-year agreement, with StreamLink Software doing business as AmpliFund.

AM



ORDER FORM

This Order Form ("**Order Form**") is effective as of the Effective Date on the signature page hereto by and between StreamLink Software Inc., d/b/a AmpliFund, a Delaware corporation ("**AmpliFund**") and the customer listed below ("**Customer**"). As used herein, "**Agreement**" shall mean this Order Form together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Lifecycle provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant, as well as create and publish applications, collect application responses, review and score submissions, and capture allocations against available funding. Customers may have the ability to view or access functionality not included in their subscription tier. For more details on tier inclusions, please reference our feature matrix. AmpliFund reserves the right to audit usage and revise access levels as needed.

SERVICES	FEES	
AmpliFund Lifecycle Advanced for Managing \$30M in Annual Grant Revenue	Year 1 Subscription	\$39,000.00
	Year 2 Subscription	\$39,000.00
	Year 3 Subscription	\$39,000.00
Basic Implementation Package See Exhibit A for Statement of Work The one-time implementation fee includes a total of 150 hours. An additional \$175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.	One-Time Implementation Fee	\$21,000.00
	First Year Total:	\$60,000.00
	Total Contract Cost:	\$138,000.00
TERM		
This Agreement commences on the Effective Date and continues for an initial term of thirty-six (36) months (the "Initial Term").		
CONTACT INFORMATION FOR NOTICES AND INVOICES		
StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown	City of Pontiac, MI 47450 Woodward Ave. Pontiac, MI 48342 Email: abornmesser@pontiac.mi.us Attn: Alexandra Bornmesser	

**TAX INFORMATION**

Tax ID: _____

Is this purchase tax exempt? ☒ Yes ☐ No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the last signature date listed below (the "**Effective Date**").

STREAMLINK SOFTWARE INC.**dba AMPLIFUND**_____
-INSERT CUSTOMER'S FULL LEGAL NAME ABOVE-

By: _____

Name: Scott M. SmithTitle: CEO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



TERMS AND CONDITIONS

StreamLink Software Inc., d/b/a AmpliFund, a Delaware corporation ("**AmpliFund**"), a software-as-a-service grant management platform ("**Platform**"), allows users to obtain and manage federal and other sources of grant funding (collectively, "**Grants**"). These Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), governs the relationship whereby AmpliFund will (i) grant Customer access to the Platform; and (ii) provide the support services set forth on **Exhibit A** attached hereto (with the Platform, the "**Services**"). To the extent that any conflict arises between these Terms and Conditions and an Order Form, these Terms and Conditions shall control unless specifically stated otherwise in the Order Form. AmpliFund and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Accordingly, the Parties agree as follows:

1. Access and Use.

- a. Platform Access. Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.
- b. Restrictions. Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.
- c. Reservation of Rights. Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below)). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.
- d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the



Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

- e. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "Diagnostic Data" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.
2. Professional Services. AmpliFund will provide the support services set forth on Exhibit A. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("SOW") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.
3. AmpliFund's Obligations. AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure.
4. Payment Terms.
 - a. Fees. Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "Fees"). Year 1 Subscription Fees and Implementation Fees are due by the City within thirty (30) days of receipt of an invoice from Amplifund, unless an extension is agreed to by the Parties in writing, prior to the commencement of the use of the Platform or support services, as applicable. Subscription Fees following Year 1 shall be invoiced on or before May 1 of each calendar year of the contract and shall be due by the City within thirty (30) days of receipt of invoice from Amplifund, unless an extension is agreed to by the Parties in writing. All Fees are non- cancellable and non-refundable.
 - b. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any



applicable taxing authorities (collectively, "**Taxes**"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

5. Confidential Information.

- a. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

- a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.
- b. Termination. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days). Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or



involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.

- c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate. In the event of termination of this Agreement for AmpliFund's breach under Section 6.b, the City shall not be responsible for paying subscription fees pursuant to Section 4 and in the SOW for remaining years included in the anticipated Initial Term. Sections 1.b, 1.c, 4, 5, 6.c, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

- a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
 - b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.
8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
9. Indemnification. If a claim by a third party (a "**Third Party Claim**") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim,

cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the foregoing sentences of this Section 9, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) Customer Data.

10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.
11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.
12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this



Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**").

13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.

END OF DOCUMENT

Exhibit A

Implementation – Statement of Work

City of Pontiac, MI (“Customer”)

Per discussion during product demonstrations and contract negotiations, AmpliFund’s current understanding of the project scope is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties agree that the Activities, Deliverables, or Services of this Project Statement of Work should be modified or added to, the Parties shall prepare a written amendment to the Project Statement of Work for execution by the Parties. See Change Order Request section for details.

Project Scope

Delivery Services

The implementation fee includes up to **150 services hours** in support of the implementation and rollout of **AmpliFund Lifecycle Advanced** for the City of Pontiac, MI.

The AmpliFund Implementation Methodology moves through the following phases: Kick-off, Discovery, Design, Configuration, Testing, Training, and Deployment. This methodology is reflected through services offered to the Customer. The comprehensive approach allows the Customer to use the system to its fullest extent to manage grants processes including enabling the Customer to successfully perform all grant management within the system. Implementation services include:

Kick-off

- Includes kick-off meeting, early requirements gathering, expectation setting, and understanding of Customer’s goals and objectives.
- Identify Customer and AmpliFund teams, roles, and responsibilities.
- Setup Project Management best practices adhering to standard Project Management methodologies.
 - Includes project management documentation, ongoing check-ins, regular status updates, and coordination across various workstreams within the implementation, management of services hours, scope changes, change requests, and escalation tracking.

Discovery and Design

- The AmpliFund Implementation team will conduct requirements gathering, or discovery, and design review sessions related to the agency and programs in each’s stage of the grants’ lifecycle: pre-award, awarding, and post-award, as well as overall reporting.
- Discovery and design review sessions will include the following types of resources from the Customer.
 - Implementation Team
 - Program / Grants Subject Matter Experts (SMEs)
 - Financial Staff
 - Technology/Integrations SMEs

Specific resources will be identified in the kickoff phase.

- AmpliFund expects resources to be segmented against session topics. For example, Grants SMEs are involved with grants process mapping sessions while finance team will be involved to discuss grant expenditure export/import discovery sessions.
- Discovery and requirements review sessions take place at the on-set of each project activities.
- Design review sessions take place in an iterative process through the discovery and design stages.
- AmpliFund will document all requirements
- Customer to sign-off on all requirements

Configuration and Testing

- **Configuration**
 - AmpliFund Implementation team to configure and document the Customer's Grants Lifecycle Process and reporting requirements in AmpliFund against agreed upon requirements collected in the discovery and design phases.
- **Testing**
 - AmpliFund will test all business processes and configured options prior to review by the Customer.
 - AmpliFund will provide testing feedback and recommendations for incorporation into review by the Customer.
 - AmpliFund will facilitate user acceptance testing (UAT) by the Customer for configured business processes.
- AmpliFund will document all configuration and testing outcomes.
- Customer to sign-off on all configuration and successful UAT prior to deployment.
- Configuration and testing review sessions supplement and pre-empt identified training below.

Training and Support

AmpliFund will design and conduct user training and design and implement appropriate support processes. Current expectations are as follows:

- AmpliFund will provide training to the identified user groups. Examples of user groups include:
 - Customer Implementation Team
 - Customer Program Managers
 - Customer Financial users
 - Customer Technical users / System Admins
 - Reviewers (external)
 - Applicants (external)
 - Recipients (external)
- AmpliFund will supplement the training plan with pre-recorded trainings available on the AmpliFund Support Portal
- The AmpliFund Implementation team will develop product and process supporting templates and documentation to facilitate the adoption of AmpliFund. These may include:
 - Written process documentation
 - Staff Scoring (Reviewer) User Guide
 - Applicant User Guide
 - Video / recording support

- AmpliFund will document all training and support requirements
- Customer to sign-off on all training and support requirements
- AmpliFund will produce all agreed upon training and support artifacts
- Customer to sign-off on all training and support artifacts

Deployment

- An approved set configurations are released to the customer for use in the production environment
- Iterative go lives are part of a grants management system implementation

Deliverables incorporated to each stage above will require review and sign-off by customer resources, such as:

- Implementation Team
- Program / Grants Subject Matter Experts (SMEs)
- Financial Staff
- Technology/Integrations SMEs

Project Timeline

The implementation timeline to execute agreed upon services will be formalized in a project plan throughout the kickoff and discovery periods. Impacts to timeline that can speed up the implementation include a faster discovery period with thorough requirements provided by the Customer and availability of Customer resources to support these efforts.

Technical and Support Services

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund's Microsoft Azure Commercial cloud

In addition to the AmpliFund solution, AmpliFund will provide:

- Access to the commercial instance of the AmpliFund Support Portal
- Support for customer users and subrecipient users.

Support Services are provided through AmpliFund Customer Support and include 24x7x365 online support and ticket management through the commercial AmpliFund Support Portal. AmpliFund provides both technical and support documentation for all clients in the Support Portal as well.

The AmpliFund Support Portal will be used throughout the engagement and contains all product documentation, training materials and videos, FAQs and how-to guides, and release notes. The AmpliFund Support Portal also is used for ticket submission and issue/resolution log tracking. AmpliFund has in-solution tool tips, help text, and a direct integration with our Support Portal. The AmpliFund Delivery and Support teams utilize this for online support and ticket management. The portal features:

- Release Notes
 - Announcements of enhancements, updates, and fixes in AmpliFund
- User Guides
 - AmpliFund User Guides and QuickStart Guides available for download

- Includes aids for new functionality or enhancements, and supporting transitional material
- Instructions: Step-by-step instructions on using AmpliFund's features
- Upcoming Trainings and Videos
 - Live training events and videos on how to use AmpliFund
 - Includes aids for new functionality or enhancements, and supporting transitional material
- Import Templates
 - Excel templates for importing data into AmpliFund
- FAQs
- Ticket Management / Help Desk

Project Control Mechanisms

Project control mechanisms maintain oversight and adherence to contractual requirements for the project as well as define how information will be distributed to ensure project success.

These governance tools ensure that project objectives are achieved, risk is monitored, performance is optimized, and time to value is expedited. The team will collaboratively use these tools to promote effective and efficient communication and to clearly define expectations for the project. Once agreed upon, control mechanisms will be reviewed throughout the lifecycle of the project and revised as necessary to ensure the needs of the project and of the stakeholders are met. These project control mechanisms may include:

- **Project Plan** – Documents the project timeline, tasks, milestones, deliverables, and owners.
- **Training Analysis and Plan** – Combined with the customer's goals, objectives, timeline, and stakeholder analysis, these identify required resources for system interaction and outline where and when those interactions are trained in the project plan
- **Project Management Plan**
 - **Communications Matrix** – Identifies the various communication types and the methods by which information will be distributed.
 - **Problem Escalation Procedure** – A risk management plan that sets the flow by which issues should be escalated for the project.
 - **Change Request Process** – Sets the flow for managing any changes that impact project scope, schedule, and/or budget.
 - **Project Team Directory** – Lists all project team members as well as their role and responsibilities.

Additional control mechanisms may be added by the project team or customer request.

Change Order Requests

In the event the Parties agree that the Activities, Deliverables, or Services of the Project Statement of Work should be modified, or that additional Activities, Deliverables, or Services should be conducted, a written amendment to the Project Statement of Work will be developed for review and execution by the Parties prior to initiation of additional work. The Change Request Process specific flow for managing changes will be part of the Project Management Plan. At the request of the customer, additional services hours may be purchased at a rate of \$175 per hour.

Assumptions

Project Assumptions, Exclusions, and Constraints

- The annual subscription fee is for our AmpliFund Lifecycle Advanced solutions and will allow the organization to manage the \$30M in grant funding including American Rescue Plan and CDBG funds.
- The solution includes unlimited users (internal and external), document storage, and usage.
- The AmpliFund Implementation team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work, with written exception through a Change Request, will be performed remotely by the AmpliFund Implementation team.
- AmpliFund will be responsible for calculating hours and report back to customer on a monthly basis.
- Services hours included in this Statement of Work expire 12 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the Customer unless a change request is mutually agreed upon to extend the Statement of Work period.
- AmpliFund will support the City of Pontiac with moving data between systems using a flat-file transfer approach (Excel or CSV file). If the City decides to move forward with API integration with existing systems, AmpliFund will also conduct initial requirements gathering sessions with the City to better estimate efforts and costs.
 - Data Migration - AmpliFund can provide standard data migration templates to the organization, for the City of Pontiac to migrate any historical grant data into AmpliFund. Additional Data Migration assistance is not within the scope of this Statement of Work.
 - Integration access (via API) and services are not included within this project.

EXHIBIT B

Support

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement.

1. **Support.** AmpliFund will provide technical support and customer service ("Support") to Customer on an ongoing basis during the Term of the Agreement.

- (i) Through AmpliFund's online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.
- (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500**, via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.

2. **Issues.** "**Issues**" impact the availability of the Platform, except for scheduled downtime, as determined by AmpliFund in its reasonable discretion. AmpliFund distinguishes among four Severity of Issues as follows:

- (i) **Critical Severity:** Issues that prevent one or more users from accessing the application or defects that allow unauthorized access to customer data.
- (ii) **High Severity:** Issues that prevent one or more users from completing a core business process within the application.
- (iii) **Medium Severity:** Issues that cause difficulty completing a task within the application.
- (iv) **Low Severity:** Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.

3. **Target Resolution Times.** AmpliFund will use commercially reasonable efforts to meet the following target time frames for resolution of Issues from the time AmpliFund receives a Support request:

<u>Severity</u>	<u>Target Resolution Time</u>
Critical	4 hours or better
High	48 hours or better
Medium	10 business days or better

4. **Scheduled Maintenance Downtime.** AmpliFund may perform schedule maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.
5. **Resolution.** If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer's written request, the parties will discuss a resolution plan.
6. **Uptime.** AmpliFund guarantees a 99.9% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at <https://status.amplifund.com/>.

Looking for your community feed? You and your peers now have their very own space at Gartner Peer Community

All Categories > State and Local Grant Management Solutions > Compare Products

AmpliFund vs eCivis Grant Management Solution vs EGrAMS (Electronic Grants Administration and Management System)

Based on verified reviews from real users in the State and Local Grant Management Solutions market, AmpliFund has a rating of 4.5 stars with 2 reviews, eCivis Grant Management Solution has a rating of 5 stars with 2 reviews, EGrAMS (Electronic Grants Administration and Management System) has a rating of 5 stars with 2 reviews. See side-by-side comparisons of product capabilities, customer experience, pros and cons, and reviewer demographics to find the best fit for your organization.

See more companies in the State and Local Grant Management Solutions market


PDF

Email

Filter By

Higher rated product in this comparison


Add Products

 AmpliFund
by StreamLink Software
2 ratings

Overall Rating 100% willing to recommend
4.5/5
(2 Ratings)
5 Star ██████████ 50%
4 Star ██████████ 50%
3 Star ██████████ 0%
2 Star ██████████ 0%
1 Star ██████████ 0%

Highlighted reviews


- FAVORABLE REVIEW

 eCivis Grant
Management Solution
by eCivis
2 ratings

Overall Rating 100% willing to recommend
5/5
(2 Ratings)
5 Star ██████████ 100%
4 Star ██████████ 0%
3 Star ██████████ 0%
2 Star ██████████ 0%
1 Star ██████████ 0%

Highlighted reviews

- FAVORABLE REVIEW

 EGrAMS (Electronic
Grants Administration
and Management
System)
by HTC Global Services
2 ratings

Overall Rating 100% willing to recommend
5/5
(2 Ratings)
5 Star ██████████ 100%
4 Star ██████████ 0%
3 Star ██████████ 0%
2 Star ██████████ 0%
1 Star ██████████ 0%

Highlighted reviews

- FAVORABLE REVIEW
Outstanding end to end grants product.

Amplifund system is easy to use and implement.
Great Staff.

Appreciate being assigned a customer
success representative who is responsive to
my needs. I also like the web-based ...

[Read Full Review](#)

● CRITICAL REVIEW

There are no reviews in this category

[Read other reviews](#)

Ratings breakdown

Overall Capability Score

5.0	Scalability
(2)	
4.0	Integration
(2)	
0.0	Customization
(2)	
Overall Rating	
4.5/5	
(2 Ratings)	
4.5	Ease of
(2)	deployment,
	administration,
	and
	maintenance

eCivis is a powerful grants management tool that is
backed ...

eCivis is a valuable partner to my
organization in both managing the day-to-
day tasks of grant administration and in
infusing more ...

[Read Full Review](#)

● CRITICAL REVIEW

There are no reviews in this category

[Read other reviews](#)

Ratings breakdown

Overall Capability Score

4.0	Scalability
(2)	
4.5	Integration
(2)	
4.5	Customization
(2)	
Overall Rating	
4.5/5	
(2 Ratings)	
5.0	Ease of
(2)	deployment,
	administration,
	and
	maintenance

EGrAMS is an outstanding system. It can
handle a very large amount of information
and is flexible enough for a wide range of
grant types. ...

[Read Full Review](#)

● CRITICAL REVIEW

There are no reviews in this category

[Read other reviews](#)

Ratings breakdown

Overall Capability Score

5.0	Scalability
(2)	
5.0	Integration
(2)	
5.0	Customization
(2)	
Overall Rating	
5.0/5	
(2 Ratings)	
5.0	Ease of
(2)	deployment,
	administration,
	and
	maintenance

Evaluation & Contracting

Overall Rating	5.0	Pricing
	(1)	Flexibility
	5.0	Ability to Understand Needs
(2 Ratings)		

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(2 Ratings)		

Evaluation & Contracting

Overall Rating	5.0	Pricing
	(1)	Flexibility
	5.0	Ability to Understand Needs
(2 Ratings)		

Integration & Deployment

Overall Rating	5.0	Ease of Deployment
	(2)	Quality of End-User Training
	5.0	Ease of Integration using Standard APIs and Tools
(2 Ratings)		
	0.0	Availability of 3rd-Party Resources
	(2)	

Integration & Deployment

Overall Rating	5.0	Ease of Deployment
	(1)	Quality of End-User Training
	4.0	Ease of Integration using Standard APIs and Tools
(2 Ratings)		
	0.0	Availability of 3rd-Party Resources
	(0)	

Integration & Deployment

Overall Rating	5.0	Ease of Deployment
	(2)	Quality of End-User Training
	5.0	Ease of Integration using Standard APIs and Tools
(2 Ratings)		
	5.0	Availability of 3rd-Party Resources
	(2)	

Service & Support

Overall Rating	5.0	Timeliness of Vendor Response
	(2)	Quality of Technical Support
	5.0	Quality of Peer User Community
(2 Ratings)		

Service & Support

Overall Rating	5.0	Timeliness of Vendor Response
	(2)	Quality of Technical Support
	4.5	Quality of Peer User Community
(2 Ratings)		

Service & Support

Overall Rating	5.0	Timeliness of Vendor Response
	(2)	Quality of Technical Support
	5.0	Quality of Peer User Community
(2 Ratings)		

<div> <div>Likes and Dislikes</div> <div> <ul style="list-style-type: none"> WHAT USERS LIKE <p>That it is web-based and easy to use.</p> <div>Read Full Review</div> </div> <div> <ul style="list-style-type: none"> WHAT USERS DO NOT LIKE <p>Adding new items into the system can be time consuming....but once it is in there recurring entries are easy because you can ...</p> <div>Read Full Review</div> </div> <div>View more likes and dislikes</div> </div>	<div> <div>Likes and Dislikes</div> <div> <ul style="list-style-type: none"> WHAT USERS LIKE <p>The customer service offered by eCivis is outstanding. I really appreciate how prompt, accessible and solution-oriented their entire staff is.</p> <div>Read Full Review</div> </div> <div> <ul style="list-style-type: none"> WHAT USERS DO NOT LIKE <p>This isnt so much a knock on eCivis, but its been difficult determining the role of eCivis vis-a-vis the financial ERP we maintain. They do similar ...</p> <div>Read Full Review</div> </div> <div>View more likes and dislikes</div> </div>	<div> <div>Likes and Dislikes</div> <div> <ul style="list-style-type: none"> WHAT USERS LIKE <p>The ability to handle a wide range of grants and the technical support are excellent.</p> <div>Read Full Review</div> </div> <div> <ul style="list-style-type: none"> WHAT USERS DO NOT LIKE <p>It is complex and requires time for optimization.</p> <div>Read Full Review</div> </div> <div>View more likes and dislikes</div> </div>
<div> <div>Top Alternatives</div> <div>eCivis Grant Management Solution by eCivis</div> <div>View all top alternatives</div> </div>	<div> <div>Top Alternatives</div> <div>There are no alternatives in this category</div> </div>	<div> <div>Top Alternatives</div> <div>There are no alternatives in this category</div> </div>
<div> <div>Categories</div> <div> <div>Shared markets</div> <div>Amplifund, eCivis Grant Management Solution, and EGrAMS (Electronic Grants Administration and Management System) have reviews in the State and Local Grant Management Solutions market</div> </div> <div> <div>Unique markets</div> <div>Amplifund does not have reviews in any additional markets</div> </div> </div>	<div> <div>Categories</div> <div> <div>Shared markets</div> <div>Amplifund, eCivis Grant Management Solution, and EGrAMS (Electronic Grants Administration and Management System) have reviews in the State and Local Grant Management Solutions market</div> </div> <div> <div>Unique markets</div> <div>eCivis Grant Management Solution does not have reviews in any additional markets</div> </div> </div>	<div> <div>Categories</div> <div> <div>Shared markets</div> <div>Amplifund, eCivis Grant Management Solution, and EGrAMS (Electronic Grants Administration and Management System) have reviews in the State and Local Grant Management Solutions market</div> </div> <div> <div>Unique markets</div> <div>EGrAMS (Electronic Grants Administration and Management System) does not have reviews in any additional markets</div> </div> </div>

"Willingness to Recommend" is calculated based on the responses to the question "Would you recommend this product to others?" The options include "yes," "yes, with reservations," "I do not know" and "no." The percentage is calculated as number of "yes" responses divided by total responses for the question.

"Favorable" and "Critical" user reviews are selected using the review helpfulness score. The helpfulness score predicts the relative value a user receives from a given review based on a number of factors. Factors may include the content in the review, feedback provided by other readers, the age of the review, and other factors that indicate review quality. The favorable review displayed is selected from the most helpful 4 or 5 star review. The critical user review displayed is selected from the most helpful 1, 2 or 3 star review.

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Feedback

AmpliFund Lifecycle Enterprise System Features & Functionality

AmpliFund Lifecycle Enterprise allows clients to manage the entire award process from identifying and applying for funds to increase your revenue to creating grant opportunities, evaluating applications, creating awards, and managing recipients and programmatic progress. AmpliFund's web-based solution makes it easy for your staff to collaborate with an organizational calendar and tasks, share documents and resources, collaborate, and gain valuable and real-time insight through shared visibility with recipients and your team.



AmpliFund Grant Seeker Functionality	
Support an unlimited number of users	AmpliFund allows an unlimited number of client users to manage the entire grant process.
Search online databases of available funding opportunities, including grants.gov	AmpliFund offers a built-in research tool that provides access to over 240,000 funding sources and 10,000 active grants, including Federal, state, corporate, private, foundation, and Grants.gov opportunities. Using proprietary research technology combined with a large team of researchers who collect opportunities from thousands of different sources and data feeds, AmpliFund offers the most comprehensive database of current funding opportunities. Search criteria can be saved and shared. Users are notified automatically when grants that meet saved search criteria are posted. AmpliFund also supports internal reviews of applications for selection.
Receive automatic notifications of grants that meet saved search criteria	AmpliFund users can save search criteria and will receive email notifications when new grants are posted that meet their search parameters.
Create new grant and project records	With AmpliFund, the client can create new grant and project records in order to keep track of all grant- and project-related data in a centralized repository. Grant records can be created to track budget and programmatic goals as well as grant-related tasks. The client can identify available grants to fund projects in part or whole by a grant. Each project has its own budget and programmatic goals that can be independent or tied directly to the grant's budgets and goals. Projects can also include their own tasks, deadlines, data, and communication. Departments can create and manage their own set of projects.
Multiple users can collaborate on a single application	AmpliFund supports an unlimited number of client users and multiple users can collaborate on building and tracking a single application. Using the AmpliFund Workflow Engine, the County can create custom workflows that enable cross-departmental collaboration to ensure you're not applying for the same funding streams. Additionally, the County can create custom sign off processes and approval workflows in applications to ensure budgets are approved before they are submitted.
Modify descriptive data about a grant including program type, grant number, and project title	The client's users will have the ability to modify and provide descriptive grant data including, but not limited to, the program type, grant number, and project title. They can utilize AmpliFund's out-of-the-box grant details record page to track key details about a grant program. If additional information is needed or necessary, custom fields can be added throughout the platform. With AmpliFund Lifecycle Enterprise, the AmpliFund Delivery Team will teach the County's resources to self-configure custom forms and fields during implementation.
Assign a unique number to each grant/project	The client can add a unique identifier to each grant or project.



Assign and modify budget data associated with a grant	Budget data can be added, assigned, modified, or amended through the life of the grant.
Adjust budgets during the grant lifecycle with proper approval	The client can use the built-in amendment features to track budget change requests and approvals. They can use AmpliFund's Workflow Engine to route grant budget changes for review and approval, and capture decisions and changes.
Create, assign, track and measure performance goals (numerical, percentage change, percent achieved)	Within any grant or project, an unlimited number of performance goals can be created and assigned to track and measure goals including, but not limited to, numerical, percentage change, and percent achieved.
Delegate portions of goals to specific projects or initiatives	Portions of goals can be delegated to specific projects or initiatives within AmpliFund.
Fully manage organization projects or initiatives including tasks, deadlines, data and communications	AmpliFund serves as a central repository for the client as a grant seeker related to grant projects and initiatives including the tracking of tasks, deadlines, data, and communications.
Upload and associate documents with grants, projects, contacts, and more	AmpliFund supports unlimited document storage throughout the platform. Documents can be uploaded and attached to specific objects within the system like grants, projects, and contacts.
Define and customize workflows based on funding type, approvals required, and departmental needs.	AmpliFund's Workflow Engine supports the creation of an unlimited number of workflows that the client can utilize. These workflows can be used for a variety of business processes including tracking approvals and documenting Departmental needs. With AmpliFund Lifecycle Enterprise, the AmpliFund Delivery Team will teach the County to self-configure workflows.
Calendar function to track deadlines, tasks and assignments	In AmpliFund, the client can access a centralized organizational calendar for system- and user-created tasks and important grant dates. Users can subscribe to the AmpliFund calendar to sync deadlines and key dates to their work or personal calendars.
Assign workflow notifications and reminders	Users are automatically notified of workflow assignments, tasks, actions, and reminders by email.
Differentiate budget allocation spread by year and month over the life of the grant	The client can define the expected allocations of budget line items across the life of the grant either by grant year or by the month.
Manage funding sources and track cash receipts	The client can grant funding sources as well as track the entire cash flow process for a grant from planned budget to expense, to payment request, to cash receipt.
Access the full grant data repository with configurable reporting	AmpliFund provides configurable reporting through the Reporting Engine. All client data is made available via our reporting Data Mart, which can integrate with external tools and data sets to provide reports in a public-facing portal, or to combine with other external data sets.
Configure standard and custom reports	AmpliFund comes stocked with many configurable standard reports, including budget variance reports. Additionally, the client will have the ability to create custom reports. With AmpliFund Lifecycle Enterprise, the Delivery Team will train the County's resources to self-configure custom reports and at implementation.
Output reports to PDF, Excel, Word, and Rich Text Files	AmpliFund's reports can be exported to PDF, Excel, and CSV file formats.



Control grant reporting tracking intervals	The client will be able to determine the budget and performance plan reporting tracking intervals (monthly, quarterly, semi-annually, annually) for each grant. Budget and performance plan tracking can be set to different intervals, if desired.
Support drill-down reporting to view underlying details	AmpliFund reports and dashboards support drill-down reporting in order to view underlying details.
Maintain auditable trail of all system activity with date, time and user ID	AmpliFund records an audit trail of all user activity within the system including unique user ID and a date-time stamp, which is available for administrators to review and/or export.
Ability to search or filter to find a particular set of grants, documents, or communications within the system	Users can search or filter data on data grids, such as a grants list grid. Grids provide the ability to filter, sort, group, and search data. Any of these configurations can then be saved as an individual or organizational data view. AmpliFund does not currently provide a global search across the platform.
All data (including recipient, budget, performance, etc.) is captured as unique data elements	All AmpliFund data and grant data is captured in the system as unique data elements which are accessible in the Data Mart and can be utilized within the Reporting Engine.
AmpliFund Grant Maker Functionality	
Build and publish online applications	AmpliFund will allow the County to build and publish grant applications online with a What You See is What You Get (WYSIWYG) editor – no technical expertise required. Grant applications can be published to AmpliFund's public Applicant Portal, or to the County's website.
Application materials customizable per opportunity	the County will be able to configure the application materials per opportunity, including budget and performance templates, custom forms, and any documents or information the County may want to provide.
Scoring parameters customizable per question/ opportunity	the County can configure how opportunities are scored with scoring scales, as well as the scoring parameters on each individual question.
Capture application submissions and associated documentation	Each applicant will submit their application, encompassing any applications forms and document uploads, to the County. The submitted applications are compiled for ease of use to begin the review and scoring process.
Automatically check applications for accuracy and completeness	AmpliFund's opportunity and application building processes include built-in data validation to ensure the County receives the most accurate and complete applications. These validation points include, but are not limited to, submission open and close windows, award ceiling and floor requested amounts, and ensuring that all required fields are complete before submission.
Lock opportunities after posted due date, disabling late submissions	the County will have the option to define a submission open and close window for any opportunity. Applicants will not be able to submit applications past the date and time set by the County.
Manage application review/ evaluation workflows (identify and assign reviewer roles, timelines, etc.)	AmpliFund has a built-in Workflow Engine which can be used through the grant and award lifecycle including the scoring and review process for submitted applications within opportunities. AmpliFund supports and unlimited number of workflows to support the County's needs. Within a workflow, the County can define default reviewer users as well as manually add additional reviewers as necessary. Reviewers, both internal and external, will receive notifications when applications are assigned to them via email with links that take them directly to their action items within AmpliFund. The County can configure additional alerts to be sent out if action is not taken after a certain time period.
Assign external users as reviewers	AmpliFund supports unlimited amounts of users including both external and internal reviewers.
Reviewer comments can be marked public (available to other reviewers) or private	the County will have the option to view or hide the other reviewer comments during the opportunity and application setup.

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Ability to see individual scores from each review, as well as summary scoring for all reviews	AmpliFund allows the County to see scoring from a variety of viewpoints including the individual reviewers scores and a summary scoring from all reviewers.
Send status updates and other communications (including notification of decisions) to grant applicants	Grant applicants can check the status of their application at any time from the Applicant Portal. They will also receive automated email communications for decision notifications.
Receive communications (as needed) from grant applicants	Applicants can contact the County staff through the County-provided contact information on the Applicant Portal and per opportunity.
Allow updated grant application materials/ revisions from applicants after the posted due date	Through the scoring and review workflow process, the County will be able to reopen specific applications for additional materials or revisions.
Approve and create awards for selected recipients	The County will be able to select and approve/activate awards for both individual recipients as well as activate in bulk for groups of recipients.
Application materials (budgets and performance plans) pre-populate within system for ongoing management by award recipient	Once awarded, application materials provided by the applicants are converted automatically to the post-award record for the award recipient to manage on an ongoing basis.
Prepare contract and grant terms based on standard templates	AmpliFund's built-in document creation functionality allows documents to be created from standard templates such as preparing contract and grant terms. Any data collected from the grant, application, or award can be used to create these document templates.
Accept and process electronic signatures	AmpliFund allows for an electronic signature to be captured via name and/or date field options or through the upload of electronically signed documents. This can be done within the Application process or during the post-award management process. AmpliFund's workflow engine can also be utilized to help facilitate the collection of electronic signatures. Additionally, AmpliFund can be fully integrated with any electronic signature software.
Process changes and amendments made to grants post-award	AmpliFund provides the ability to support post-award processes, including amendment requests, through the Recipient Portal. If an applicant is selected for award, the County can activate the applicants post-award Recipient Portal account access. This will enable the award recipient to manage their award, including viewing award information, tracking award spend down, communicating with the County, and submitting amendment requests. Amendments can be requested to alter the award duration, total awarded amount, budget categories, and/or performance goals. As part of the amendment request, recipients can provide justification in the form of comments and document uploads. The County can then approve or deny the amendments. If approved, AmpliFund will adjust the award record based on the approved changes.
Approve and track payments/ refunds to recipients	Award recipients can track and log expenses, submit payment requests, and track cash receipts within their Recipient Portal. The County will have the ability to view these requests and approve or deny them based on provided justification. The County can also provide feedback in case more information or changes are needed. AmpliFund tracks all payments requested, approved, and distributed to recipients.
Create fund distributions, containing one or more sources of funding	The County will be able to create fund distributions and identify one or more funding sources for each fund. Multiple funds can also be associated with a single opportunity, allowing the County to track the funding from the start of the application process to the end of the award closeout.
Track budget and performance for fund distributions	AmpliFund will allow the County to track fund distributions to the award budget and performance levels.
Maintain auditable trail of all system activity with date, time and user ID	AmpliFund records an audit trail of all user activity within the system including unique user ID and a date-time stamp, which is available for administrators to review and/or export.
Multiple grants can be grouped together for a single funding opportunity	AmpliFund supports the ability to group multiple grants for a single funding opportunity.



A single grant can be segmented into multiple funding opportunities	AmpliFund supports the ability to segment a single grant into multiple funding opportunities.
Report on budget and performance data entered into the system by recipients	AmpliFund's Reporting Engine can be utilized to report on budget and performance data entered by the award recipient in the Recipient Portal. the County can utilize AmpliFund's pre-built reports, such as the Recipient Grant Budget Variance Report, or AmpliFund's custom reports based on the County or program-specific needs.
AmpliFund Grant Maker Functionality – Services for Applicants	
Searchable online database of available funding opportunities	AmpliFund provides the County with a public-facing Applicant Portal which can be used to post available funding opportunities. Applicants can view the posted funding opportunities and apply for the one or more options that are applicable to them.
Easily complete and submit applications for funding opportunities	AmpliFund's Applicant Portal is user-friendly allowing for ease of use when completing applications. Applicants are provided with a progress bar to understand what sections have been started and completed. Applicants can save their work and return later to submit the application. The applicant can also download a blank copy of the application at any time as well as download a reviewable copy of the application with their provided answers before submission.
Receive funding award/denial notifications	Applicants will receive award and denial notifications within the application status page in their Applicant Portal account as well as receive these notifications via email.
AmpliFund Grant Maker Functionality – Services for Recipients	
Required forms can be filled out and submitted	AmpliFund's Recipient Portal allows award recipients to fill out and submit required forms, such as reporting periods, payment requests, amendments, and any custom forms that the County may provide.
Reporting capabilities	The Recipient Portal allows recipients to track expenditures and accomplishments towards programmatic goals, view summary award dashboards, and submit reporting periods to the County. the County can provide access to additional defined reports to their award recipients from the Reporting Engine.
Reports can be submitted within the platform	AmpliFund allows award recipients to submit reporting periods and custom forms to the County.
Upload documents and share with funder (the County)	Award recipients can upload documents in a variety of places within the Recipient Portal, such as directly on a reporting period or payment request, to provide the County access to those documents. Each award record contains a documents section to upload or see all the previously uploaded material.
AmpliFund Integrations	
Data import templates	AmpliFund provides standard Excel Import templates for importing a variety of data points via flat-file transfer.
Financial integrations	Use GL Accounts and Grant Financial Code to integrate to organization financial system.
Purpose built integrations	AmpliFund can work with the County to create integrations as needed, including single sign on, document storage, email, and e-signature.

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RESOLUTION

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER AND DISCUSS THE PURCHASE OF REAL PROPERTY AND
TO DISCUSS THE CONFIDENTIAL LEGAL OPINION IN CONNECTION WITH THE
PURCHASE OF REAL PROPERTY; AND TO DISCUSS SETTLEMENT STRATEGY AND
CONFIDENTIAL LEGAL OPINION AND IN CONNECTION WITH PENDING LITIGATION

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on April 25, 2023 at 6:00 p.m., local time.

The following resolution was offered by Council member _____ and supported by Council member: _____:

WHEREAS, Section 8(d) of the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained; and

WHEREAS, a legal complaint was filed against the City of Pontiac in the Oakland County Circuit Court, Case No. 2022-197361-CH, *Vanguard Equity Management, LLC V. City of Pontiac*; and

WHEREAS, Section 8(e) of the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consult with its attorney regarding settlement strategy in connection with pending litigation, but only if an open meeting would have a detrimental financial effect on the litigation or settlement position of the City; and

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and

WHEREAS, written confidential communications that are the subject of attorney-client privilege are exempt from disclosure and may be discussed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h).

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Sections 8(d), 8(e) and 8(h) of the Open Meetings Act, MCL 15.268(d)), (e) and (h), to discuss to consider the purchase of certain real property, and the confidential legal opinion of counsel in connection with the purchase of real property; AND to discuss settlement strategy and the confidential legal opinion of counsel in connection with pending litigation, *Vanguard Equity Management, LLC V. City of Pontiac*.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Garland Doyle, City Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on April 25, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, 2023.

Garland Doyle, Clerk
City of Pontiac