

PONTIAC CITY COUNCIL

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



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

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

47450 Woodward Pontiac, MI 48342

Phone: (248) 758-3200

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

83rd Session of the 11th Council

May 2, 2023 at 6:00 P.M.

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

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

April 25, 2023 City Council Meeting Minutes

Special Presentations

1. Pontiac Funders Collaborative Additional Investments in Pontiac
2. Resources and Services Available by Center for Employment Opportunities
Presentation Presenter: Konrad Cowell, Outreach Specialist, P2E Instructor, and Job Coach, Center for Employment Opportunities

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

3. 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 Postponed from April 25, 2023 Council Meeting**)

Resolutions

Economic Development

4. Resolution to approve the Traffic and Safety Control Systems, Inc. for parking kiosk repair and monthly maintenance

Grants

5. Resolution to approve the execution of a grant agreement with the Michigan Economic Development Corporation for the Enhancement Grant Program award in the amount of \$7,500,000 for the Meadow Street Extension and Clinton River Trail Expansion Project

Mayor's Office

6. Resolution approving Mayor's Appointment to Planning Commission Vacancy

Public Comment (Three Minutes Time Limit)

Discussion

7. City Council Budget Hearings for Fiscal Year 2023-2024 Schedule
Thursday, May 4, 2023 - 5:00 pm to 9:00 pm Special Meeting on the Budget
Thursday, May 11, 2023 - 5:00 pm to 9:00 pm Special Meeting on the Budget
Thursday, May 18, 2023 - 5:00 pm to 9:00 pm Special Meeting on the Budget
Thursday May 25, 2023 - 5:00 pm to 9:00 pm Special Meeting on the Budget
Tuesday, May 30, 2023 - Public Hearing on Proposed Budget and Fee Schedule 6:00 pm
Tuesday, June 6, 2023 - First reading of 2023-2024 Fiscal Year Budget Ordinance 6:00 pm
Tuesday, June 13, 2023 - Second Reading of 2023-2024 Fiscal Year Budget Ordinance

Closed Session

8. Resolution to proceed into Closed Session to consider and discuss the confidential legal opinion concerning collective bargaining strategy

Public Communications

City Council

9. 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
10. 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
11. Micah 6 Community New Greenhouse Ribbon Cutting, May 5, 2023 from 2:00 to 4:00 pm, held at 32 Newberry Street, Pontiac 48341
12. 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
13. 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
14. 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

15. 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
16. Garden of Cocktails Fundraiser for Micah 6 Community, May 11, 2023 from 7:00 to 10:00 pm, held at Golden Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For tickets and more information, visit micha6community.networkforgood.com
17. Bound Together Benefit Fundraiser for their Pontiac After-School Tutoring Program, May 13, 2023 from 4:00 to 6:00 pm, held at Sylvan Lake Community Center, 2456 Pontiac Drive, Sylvan Lake 48320, contact Executive Director Michele Wogaman for more information at (248) 875-5768
18. 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
19. 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
20. 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
21. Library Karaoke at Pontiac Public Library, May 18, 2023 at 6:00 pm, held at the Pontiac Library, 60 E. Pike Street, Pontiac 48342
22. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023
23. 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
24. 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
25. Third Annual Bunny Shelter Fundraiser, June 2, 2023, held at Alley Cat Café, 31 N. Saginaw Street, Pontiac 48342
26. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023
27. 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
28. 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
29. 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
30. 40th Anniversary Celebration of the Pontiac Fiero, Happening July 12-16 Throughout Pontiac and at the CenterPoint Pontiac Marriott
31. Elam Family and Friends Block Party, July 15, 2023 from 11:00 am to 7:00 pm, held at 485 S. Sanford,

Pontiac 48341

32. 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
33. 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
34. 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

35. 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
36. 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
37. 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

April 25, 2023 Draft

**Official Proceedings
Pontiac City Council
82nd 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 25, 2023 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Chris Johnson

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 Rutherford and second by Councilperson Carrington. Discussion.

Motion to amend the agenda to add a resolution acknowledging International Worker's Day for the new agenda item #6. Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

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

No: None

Motion Carried

Consent Agenda

23-153 **Resolution to approve the consent agenda for April 25, 2023.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for April 25, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for April 25, 2023 including April 13, 2023 Public Safety, Health and Wellness Subcommittee Meeting Minutes, April 18, 2023 City Council Meeting Minutes and Emergency request to approve the increase for Trailers Contract.

April 25, 2023 Draft

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

Special Presentations

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

Oakland County Prosecutor Office and Racial Justice Advisory Council on Initiatives and Resources

Presentation Presenter: David Williams, Oakland County Prosecutor's Office

\$7.5 Million Awarded to City of Pontiac by State of Michigan for Opdyke Connector Roadwork, Clinton River Trail Surfacing

Recognition of Elected Officials – None

Agenda Address

1. Carlton Jones addressed items #1 and #3
2. Dr. Deirdre Waterman addressed item #9
3. Darlene Clark addressed item #4
4. Gloria Miller addressed item #1

Ordinance

Adoption 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 Nicholson. Discussion. Councilperson Rutherford withdrew her motion and Councilperson Nicholson withdrew his second.

Motion to postpone Adoption 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 for one week. Moved by Councilperson Parker and second by Councilperson James.

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

Resolutions

City Clerk

23-154

Resolution to recognize Leadership Oakland as a non-profit organization in Pontiac for the purpose of obtaining a Charitable License from the State of Michigan. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson and Parker
No: None
Resolution Passed
Councilwoman Rutherford was absent during the vote

****See Charitable Gaming License as Exhibit A after the minutes****

April 25, 2023 Draft

City Council

23-155

Resolution Acknowledging International Worker's Day. (Agenda Add-on) Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, International Worker's Day (also known as May Day) has a rich history of labor activism and workers' rights struggles that dates back to the late 19th century;

Whereas, May Day commemorates the Haymarket Affair in Chicago in 1886, when workers were killed and injured while striking for an eight-hour workday and better working conditions;

Whereas, Pontiac, Michigan has a history of labor activism and union organizing, with many workers in the city fighting for fair wages, safe working conditions, and workers' rights;

Whereas, the COVID-19 pandemic has highlighted the essential role that workers play in keeping our community functioning, and the need to prioritize their health and safety; Whereas, many workers in Pontiac, Michigan continue to face systemic barriers to fair wages, safe working conditions, and workers' rights, including but not limited to discrimination, wage theft, and unfair labor practices;

Therefore, Be It resolved, that on this International Workers' Day, the city of Pontiac reaffirms its commitment to supporting and protecting the rights of workers in our community, as well as recognizing the historical significance of May Day and the struggles of workers who fight and sacrificed for better working conditions; and further

Resolved, we call upon all employers in Pontiac to respect workers' right and to prioritize the health and safety of their employees; and further

Resolved, that the city will continue to support and invest in programs that promote worker training and education, job creation, and economic development that supports good jobs with truly livable wages; and further

Resolved, the city of Pontiac recognizes that the fight for workers' rights is ongoing and that we must continue to work together to create a more just and equitable society for all.

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

No: None

Resolution Passed

Councilman Parker was absent during the vote

Department of Public Works (DPW)

23-156

Resolution for approval to execute a contract with Action Traffic Maintenance for the City's right Away Signage Services. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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.

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

No: None

Resolution Passed

April 25, 2023 Draft

Grants

23-157

Resolution to approve and execute the order form Agreement for the Grants Management Software Amplifund and Alternative Grants Software Solution. Moved by Councilperson Rutherford and second by Councilperson Carrington.

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.

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

No: None

Resolution Passed

Public Comment

1. Carlton Jones
2. Marsha Easley
3. Dr. Deirdre Waterman
4. Terri Covington
5. Beatrice Wright
6. Pastor Kathy Dessureau
7. Darlene Clark
8. Gloria Miller

Discussions

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

Closed Session

23-158

Resolution to proceed in Closed Session at 9:27 p.m. 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 in connection with pending litigation, Vanguard Equity Management, LLC v. City of Pontiac. (Case No. 2022-197361-CH. Moved by Councilperson Goodman and second by Councilperson Rutherford.

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).

April 25, 2023 Draft

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.

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

No: None

Resolution Passed

Motion to come out of Closed Session at 10:33 p.m. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

No: None

Motion Carried

Suspend the Rules

Motion to suspend the rules to amend the agenda to add on a Resolution. Moved by Councilperson Carrington and second by Councilperson Nicholson.

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

No: None

Motion Carried

23-159 **Resolution to approve and authorize the Mayor to execute First Amendment to Purchase Agreement for the purchase of 191 N. Glenwood property (the former McCarroll School) at the revised price of \$355,000. (Agenda add-on)** Moved by Councilperson Nicholson and second by Councilperson Parker.

Now, Therefore, Be It Resolved, that the Pontiac City Council approve and authorize the Mayor to execute First Amendment to Purchase Agreement for the purchase of 191 N. Glenwood property (former McCarroll School) at the revised price of \$355,000.

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

No: None

Motion Carried

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Councilman William Parker Jr., Councilwoman Kathalee James, Councilman Mikal Goodman, Councilman Brett Nicholson, 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 Goodman and second by Councilperson Nicholson.

April 25, 2023 Draft

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

Council President Mike McGuinness adjourn the meeting at 11:06 p.m.

Sheila R. Grandison
Deputy City Clerk

DRAFT



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a Regular meeting of the City of Pontiac
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by President Mike McGuinness on 4/25/2023
DATE

at 6:00 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by Councilwoman Rutherford and supported by Councilman Goodman

that the request from Leadership Oakland of Pontiac,
NAME OF ORGANIZATION CITY

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

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

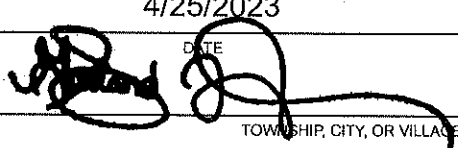
gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: <u>6</u>	Yeas: <u> </u>
Nays: <u> </u>	Nays: <u> </u>
Absent: <u>1</u>	Absent: <u> </u>

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

adopted by the Pontiac City Council at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 4/25/2023.
DATE

SIGNED: 
TOWNSHIP, CITY, OR VILLAGE CLERK

Garland S. Doyle - City Clerk
PRINTED NAME AND TITLE

47450 Woodward Ave., Pontiac Michigan 48342
ADDRESS

#3

ORDINANCE

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



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

TO: City Council

FROM: Mark Yandrick, Planning Manager

DATE: March 30, 2023, Revised April 28, 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 Map Amendments, 5-0 at the April 5, 2023 public hearing with three (3) conditions that have been incorporated into this amendment.

Amendments

Staff and legal counsel are presenting three (3) motions to amend for City Council to consider at their May 2, 2023 meeting. These motions can be found on the attachment within the council packet.

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 five (5) 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.

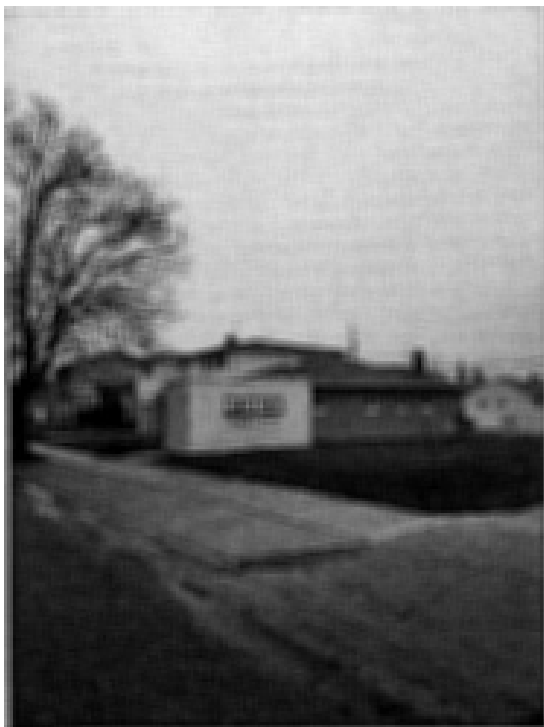


Exhibit A: Container Box on Nebraska Avenue (Front Yard)

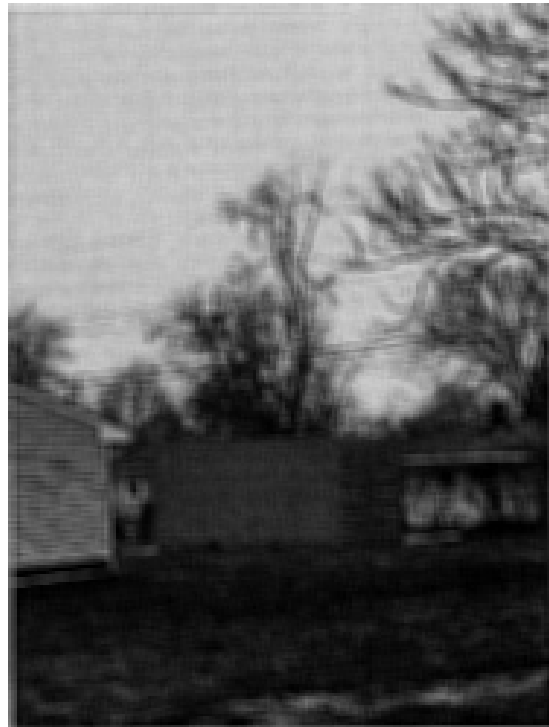


Exhibit B: Container Box on Colorado Avenue (Rear Yard)

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 bin, staff proposes several regulations, including

- Creating a permit process for donation bins but a waiver process when proof is provided for a 501-3c that own both the property and the donation bin collection process.
- Establishing that the property owner is responsible for ensuring the donation bins do not become a nuisance.
- Creating the

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 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, have been reviewing this zoning district's standards as other parties are interested in this zoning district. We 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.

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 districts 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 goals:

1. Make the development process more transparent
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
Motions to Amend

DONATION BIN MOTION

I move to approve the second reading of the Amendments to City of Pontiac Zoning Ordinance to add Article 4, Chapter 1, Sections 4.104 (“Donation Bins”) with the following changes:

Section 4.104(C)(4) Waiver of Permit Fee and Escrow Payment.

- a. The City will waive the permit fee and escrow payment if the Applicant can provide the following:
 - i. Documentation showing that the organization is a registered 501(C)(3) Charitable Organization as defined by the Internal Revenue Service.
 - ii. Proof of ownership of both the proposed donation box(es) and the real property on which the donation box is proposed to be located.
- b. The intent of this waiver provision is to encourage charitable donations to charitable organizations located within the City of Pontiac which regularly maintain their property and contribute to the health, safety and welfare of the residents of the City.

and direct the City Clerk to publish said Ordinance in accordance with state law.

POD MOTION

I move to approve the second reading of the Amendments to City of Pontiac Zoning Ordinance to add Article 4, Chapter 1, Section 4.105 ("PODs") with the following changes:

Section 4.105(B) Permitted Usage

1. The use of PODs for storage is 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 storage, they must reach out to the City Planner's office to notify the City of the intended use of a POD for a period of no longer than thirty (30) days. This first thirty (30) day period shall begin upon the installation of the POD by the resident. 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.
2. The use of PODs for relocation is permissible. PODs will be presumed to be utilized for the purpose of relocation if the POD is located on the property for a period of less than seven (7) days. In the event a POD is located on property for a period of longer than seven (7) days, it will be presumed that the POD is being used for storage and will be subject to the requirements in paragraph 1 above.

and direct the City Clerk to publish said Ordinance in accordance with state law.

MUD MOTION

I move to approve the second reading of the Amendments to City of Pontiac Zoning Ordinance to amend Article 3, Chapter 7 "Mixed Use District" with the following changes:

Section 3.704(O)(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 unless otherwise stated in the Development Agreement approved by City Council.

Section 3.704(O)(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 unless otherwise stated in the Development Agreement approved by City Council.

and direct the City Clerk to publish said Ordinance in accordance with state law.

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.

3.704 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 *unless otherwise stated in the Development Agreement approved by City Council.*
- 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 *unless otherwise stated in the Development Agreement approved by City Council.*
- 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.

3.705 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) **Minimum District Size** shall be two hundred (200) gross acres.
 - 2) 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) **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) **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.

3.707 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.

3.708 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.

3.709 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.

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. *Waiver of Permit Fee and Escrow Payment.*

a. *The City will waive the permit fee and escrow payment if the Applicant can provide the following:*

- i. *Documentation showing that the organization is a registered 501(C)(3) Charitable Organization as defined by the Internal Revenue Service.*
- ii. *Proof of ownership of both the proposed donation box(es) and the real property on which the donation box is proposed to be located.*

b. *The intent of this waiver provision is to encourage charitable donations to charitable organizations located within the City of Pontiac which regularly maintain their property and contribute to the health, safety and welfare of the residents of the City.*

- 5. 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.
- 6. No person to whom a permit has been issued shall transfer, assign or convey such permit to another person or legal entity.
- 7. 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:
 - a. 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.
 - b. 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.
 - c. 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.

- d. Donation boxes shall be serviced and emptied as needed, but at least every 30 days.
- e. 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.
- f. Donation boxes shall:
 - i. Not be permitted on any land used for residential purposes;
 - ii. 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;
 - iii. 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;
 - iv. Not exceed seven feet in height, six feet in width and six feet in depth;
 - v. Not cause a visual obstruction to vehicular or pedestrian traffic;
 - vi. 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;
 - vii. Not be placed within any public easement;
 - viii. Not cause safety hazards with regard to a designated fire lane or building exit;
 - ix. 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
 - x. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.
 - xi. 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. Permitted Usage

1. *The use of PODs for storage is 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 storage, they must reach out to the City Planner's office to notify the City of the intended use of a POD for a period of no longer than thirty (30) days. This first thirty (30) day period shall begin upon the installation of the POD by the resident. 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.*
2. *The use of PODs for relocation is permissible. PODs will be presumed to be utilized for the purpose of relocation if the POD is located on the property for a period of less than seven (7) days. In the event a POD is located on property for a period of longer than seven (7) days, it will be presumed that the POD is being used for storage and will be subject to the requirements in paragraph 1 above.*

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.

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Deborah Younger, Economic Development Manager

DATE: April 26, 2023

RE: The Purchasing Manager and the Economic Development Manager requests that City Council approves the Mayor or Mayor Designee to execute a contract with Traffic & Safety Control Systems, Inc. for Repair and Maintenance of the City's Parking Kiosks.

The Purchasing Manager and the Economic Development Manager request that City Council approve the Mayor or Mayor Designee to execute the Traffic & Safety Control Systems, Inc. contract to provide parking kiosk repair and monthly maintenance for the City of Pontiac kiosks. The not-to-exceed amount for the contract shall be **\$30,000** for the fiscal year ending June 30, 2023, as the City's budget will allow. The contract term will be three years, commencing in April 2023 and expiring in April 2026.

WHEREAS, The Purchasing Manager has ensured that the purchase is classified as a Sole Source and is following 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 approval to execute a City contract with Traffic & Safety Control Systems, Inc.;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with Traffic & Safety Control Systems, Inc.

AM



CONTRACT DOCUMENT
FOR

CITY OF PONTIAC
PARKING KIOSK REPAIR & MONTHLY MAINTENANCE

CITY OF PONTIAC – DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: April ____, 2026

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

This Contract effective as of April ____, 2023 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan 48342 ("City"), and TRAFFIC & SAFETY CONTROL SYSTEMS, INC., a Michigan Domestic Profit Corporation, whose address is 48584 Downing, Wixom, Michigan 48393 ("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: Traffic & Safety Control Systems, Inc. Quote**
 - 1.4.2 **Exhibit B: Scope of Services**
- 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/service mark, 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 Parking Kiosk Repair and Monthly Maintenance Services to the City of Pontiac for its parking kiosks located in downtown Pontiac. 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, Community Development Director, Economic Development Manager, 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. Contractor shall receive compensation in accordance with Contractor's Quote, Exhibit A. Contractor must email all invoices to accountspayable@pontiac.mi.us for processing.

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 debaring 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: Tom Neff
Sales Representative
Traffic & Safety Control Systems, Inc.
48584 Downing
Wixom, MI 48393
P: (248) 348-0570
F: (248) 348-6505
E: tomn@trafficandsafety.com

For the City: Deborah Younger
Economic Development Manager
Community Development
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
P: (248) 758-3034
E: dyounger@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: _____

Rachel Loughrin
Community Development Director

BY: _____ DATE: _____

Timothy Sadowski
Finance Director

BY: _____ DATE: _____

Tim Greimel, Mayor

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____ DATE: _____

Deborah Younger
Economic Development Manager

Exhibit A



Traffic & Safety Control Systems, Inc.

April 25, 2023

City of Pontiac
47450 Woodward Avenue,
Pontiac, Michigan 48342
248.758.3000

SUBJECT: Restart (12) Existing Pontiac LUKE II Pay Station System

*The following pricing is to attempt to restart a total of (12) LUKE II parking pay stations currently owned by the City of Pontiac, MI. Please see notes and work description below and contact me should you have any questions.

ITEM	COST	DESCRIPTION
Equipment	\$9,350.00	(1) USB BOSS KEY, (12) LTE MODEMS, (12) SIM CARDS, (12) PAY STATION DECALS, (2) COIN CAN KEYS
Labor / Installation	\$125.00 / Per Hour (portal to portal) + \$110.00 / Per Trip Charge	REMOVE ALL 15 PAY STATIONS, PLACE IN PONTIAC STORAGE, CANIBALIZE EXISTING PAY STATIONS IN ATTEMPT GET (12) GOING, REINSTALLATION / CONFIGURATION / TESTING
Warranty Extension	\$2,880.00	EXTEND EXISTING SOFTWARE WARRANTY COVERAGE TO 10/01/2023
Set-up Fees	\$2,795.00	T2 IRIS PROFILE SET-UP, NEW MERCHANT ACCOUNTS FOR (12) UNITS, T2 CONNECT ACTIVATION FEE, BOSS SOFTWARE SUITE

*DOES NOT INLCUDE: REPLACEMENT BATTERIES, SPARE PARTS, PROBLEMATIC DEVICE REPLACEMENT, REPLACEMENT LOCKS, REPLACEMENT PARTS, ADDITIONAL KEYS, TRAINING, OR PAPER.

Notes:

1. This quote is valid for 30 days. 2. Terms are 100% of project cost due upon quote acceptance (\$15,025.00) plus \$7,645.00 for 55 hours of labor and 7 trip charges. Total due at quote acceptance = \$22,670.00. If paying with a debit/credit card add 6% to the total cost of the quote. A 6% sales tax will be added if applicable. 1 ½% per month finance charge will be added to all invoices older than 30 days. 3. 3rd party processing fees will be billed back to customer upon completion of work. 4. Change orders to job need to be submitted in writing and will be quoted separately. 5. This work to be completed during normal business hours. M-F, 8:30a – 5pm. 6. Cancellations of all or part of this order will be subject to a 25% restocking charge. 7. Any custom orders or incurred subcontractor fees are not refundable. 8. Training is included in the cost of installation. All additional hours will be invoiced as a separate item. 9. Warranty covers only normal wear and tear. Misuse or intentional damage is not covered. 10. Shipping



Traffic & Safety Control Systems, Inc.

costs are an estimate from the manufacturer only. Any additional shipping costs incurred by Traffic & Safety will be passed on. 11. Unexpected return site visits that are due to factors out of T&S control will be billed (i.e. - customer says they're ready for our scope of work to proceed - we arrive and there is no power at a machine location.)

QUOTE ACCEPTANCE

NAME

DATE

*I, the above signee, agree to the terms and dollar amount indicated in the quotation and authorize Traffic and Safety to proceed with the quoted work.

Tom Neff • Traffic & Safety • 248-756-7027 • tomn@trafficandsafety.com

Exhibit B

The Scope of Service is described in the Contractor's Quote, Exhibit A.

[Remainder of page intentionally left blank]

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: May 2nd, 2023

RE: **Council resolution to approve the execution of a grant agreement with the Michigan Economic Development Corporation for the Enhancement Grant Program award in the amount of \$7,500,000 for the Meadow Street Extension and Clinton River Trail Expansion Project**

The City of Pontiac has been awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project. The Department of Grants and Philanthropy kindly requests the formal acceptance of these awards by way of council resolution, authorizing the Mayor to execute the grant agreement between the Michigan Economic Development Corporation and The City of Pontiac.

The Meadow Street Extension and Clinton River Trail Expansion Project will create a new bypass road, and other affected and related city infrastructure, that will directly or indirectly result in the City of Pontiac's acquisition of at least 40 acres of land to use for public recreation purposes.

The project will include extending Meadow Drive to connect with Opdyke Road; extending the Clinton River Trail to connect to Murphy Park; repairing Centerpointe Parkway North; and extending the Clinton River Trail to M-59.



Council resolution to approve the execution of the Agreement with the Michigan Economic Development Corporation for the Enhancement Grant Program award in the amount of \$7,500,000 for the Meadow Street Extension and Clinton River Trail Expansion Project

WHEREAS, the City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project through the Michigan Economic Development Corporation's Enhancement Grant Program; and,

WHEREAS, the grant will allow the City to extend Meadow Drive to connect with Opdyke Road, extend Clinton River Trail to connect to Murphy Park and to M-59, and to repair the concrete on Centerpointe Parkway North; and,

WHEREAS, this grant is part of a larger strategic project to acquire at least 40 acres of land to offset the City's park deficit; and,

WHEREAS, the MEDC agrees to pay the Grantee a sum not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement; and,

WHEREAS, the Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter; and,

WHEREAS, during the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

NOW THEREFORE, be it resolved that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the Agreement with the Michigan Economic Development Corporation for the Enhancement Grant Program award for the Meadow Street Extension and Clinton River Trail Expansion Project.

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF PONTIAC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with City of Pontiac (the "Grantee"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48450

I. **NATURE OF SERVICES.** The purpose of this Agreement is to provide funding to the Grantee to support the cost of construction of a new bypass road and other affected and related infrastructure costs that will directly or indirectly result in the Grantee's acquisition of at least 40 acres of land to use for public recreation purposes (the "Grant Activities").

II. **PERFORMANCE SCHEDULE.**

Starting Date: October 4, 2022

Ending Date: December 31, 2025

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. **INCORPORATION BY REFERENCE.** The following documents are incorporated by reference as binding obligations, term, and conditions of the Agreement.

Exhibit A: Grantee's Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. **PAYMENT SCHEDULE INFORMATION.**

A. The MEDC agrees to pay the Grantee a sum not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Grant"). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

- B. Payment(s) under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).
 - C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - D. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
 - E. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
 - F. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Exhibit A and submit quarterly progress reports in a form and to the satisfaction of the MEDC, that provides at a minimum the status of the project and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
- D. All tools, supplies, materials, equipment, and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VIII. ACCESS TO RECORDS. During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

IX. TERMINATION. This Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
 - 2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee

or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or

3. Pursuant to Section XIX of this Agreement.

- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIV. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have,

or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days; (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and on (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
- XXI. REIMBURSEMENT.** If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet

expended by the Grantee.

XXII. NOTICES. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS. During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

XXIV. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

XXV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as

though such copy was an original.

XXVI. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVII. SEVERABILITY. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

XXVIII. PUBLICITY. At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.

XXIX. SURVIVAL. The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

Execution Copy

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Pontiac

Dated: _____

Tim Greimel
Mayor

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

Execution Copy

EXHIBIT A
GRANTEE'S BUDGET

Michigan Enhancement Grant Project Budget

1. Grantee: City of Pontiac		Project: Meadow Street Extension and Clinton River Trail Expansion			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Road Infrastructure	Connection of Meadow to Opdyke	\$1,250,000.00	\$-	\$-	\$1,250,000.00
Road Infrastructure	Centerpoint Repairs	\$1,565,000.00	\$-	\$-	\$1,565,000.00
Trail Infrastructure	Clinton River Trail Extension adjacent to Meadow Extension	\$430,000.00	\$-	\$-	\$430,000.00
Trail Infrastructure	Clinton River Trail Extension up to M-59	\$1,500,000.00	\$-	\$-	\$1,500,000.00
Construction Contingency	20%	\$950,000.00	\$-	\$-	\$950,000.00
Additional General Admin (10% Max)	10% of Road and Trail	\$475,000.00	\$-	\$-	\$475,000.00
Engineering	PE and CE	\$1,330,000.00	\$-	\$-	\$1,330,000.00
Total		\$7,500,000.00	\$-	\$-	\$7,500,000.00

#8

RESOLUTION

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER AND DISCUSS THE CONFIDENTIAL LEGAL OPINION CONCERNING COLLECTIVE
BARGAINING STRATEGY

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on May 2, 2023 at 6:00 p.m., local time.

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

WHEREAS, the Mayor directed the City's outside legal counsel, Clark Hill PLC, to provide an attorney-client privileged legal opinion addressing legal issues related to the union election results of April 26, 2023 and the upcoming collective bargaining process with the IUOE and Clark Hill PLC has prepared a Memorandum dated April 27, 2023; and

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to discuss collective bargaining strategy pursuant to Section 8(c) of the Open Meetings Act, MCL 15.268(c); 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 Section 8(c) and (h) of the Open Meetings Act, MCL 15.268(c) and (h) to review and discuss the confidential attorney-client Memorandum dated April 27, 2023 concerning legal issues in connection with the April 26, 2023 union election results and upcoming collective bargaining process.

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 May 2, 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 May, 2023.

Garland Doyle, Clerk
City of Pontiac