

# 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., MiPMC,  
City Clerk

**87<sup>th</sup> Session of the 11<sup>th</sup> Council**  
**May 16, 2023 at 6:00 P.M.**

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

## **Meeting Agenda**

### **Call to Order**

### **Invocation**

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

### **Moment of Silence**

### **Roll Call**

### **Authorization to Excuse Councilmembers from the Meeting**

### **Amendments to and Approval of the Agenda**

### **Approval of the Consent Agenda**

- A. May 4, 2023 City Council Special Meeting Minutes on the Budget
- B. May 9, 2023 City Council Meeting Minutes
- C. May 11, 2023 City Council Special Meeting Minutes on the Budget Minutes

### **Special Presentation**

1. Celebrating Team Pontiac Special Olympics Success

### **Resolution**

2. Resolution recognizing Team Pontiac Special Olympics Success

### **Special Presentation**

3. Galloway Lake Park Proposed Plans for Park Improvements  
Presentation Presenter: PEA Group

### **Resolution Continued**

4. Resolution to approve the City of Pontiac's submission of the grant application titled "Galloway Lake Park redevelopment" to the Michigan Department of natural resources Spark Grant Program in the amount of \$1,000,000

### **Special Presentation Continued**

5. Sensible Cannabis Reform for Pontiac Referendum Petitions Regarding Marihuana Adult-Use Regulatory and Zoning Ordinances 2406 and 2407 Update  
Presentation Presenter: Garland Doyle, City Clerk

## **Recognition of Elected Officials**

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

#### **Agenda Items**

##### **Ordinances**

6. Resolution to approve the First Reading of Stormwater Control Ordinance Amendment to Amend Article III, Division 1 (General Provisions) to amend Section 118-25, to amend Division 2 (Applicability) to add Section 118-63, to amend Division 6 (Long Term Maintenance) to amend Section 118-109, and to amend Division 8 (compliance and Enforcement) to add Section 118-155.
7. Resolution to approve the First Reading of a Zoning Ordinance Text Amendment to Amend Chapter 2 (site Plan Review) to Amend Section 6.202 (D), and Section 6.208 (required Information) to Amend Table 17.

##### **Resolutions Continues**

###### **City Clerk**

8. Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023. Establish GL account 101-255-705.002 Part-time wages; Transfer \$5,000 from GL account 101-255-728.000 Postage to 101-255-705.002 Part-time wages.

###### **City Council**

9. Resolution Honoring the Life of Kenny Corr
10. Resolution Honoring the Life of Dr. Calandra Green
11. Resolution Honoring the Life of Retired Pontiac Police Captain Michael Miles

###### **Department of Public Works (DPW)**

12. Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023. Increase the budget appropriation in the following GL account: 445-451-974-.004 -0 Speed Humps and Signage - \$599,200, decrease the budget appropriation in the following GL account: 445-451-974.055 to be determined Road – (\$504,000).
13. Resolution to approve the Mayor or Mayor Designee to execute a contract with J. Ranck Electric, Inc. to provide install Speed Cushions (also referred to as humps) at designated locations throughout the City of Pontiac

###### **Finance**

14. Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023. Increase the budget appropriation in the following GL accounts: 101-966-999-.445 – Transfer out to Fund 445-751-971.001 – Land Acquisition of Real Property - \$340,739 Increase the estimated revenue in the following GL account: 445-966-699.101 – Transfer in from Fund 101 - \$340,739 Decrease the Fund Balance Committed in the following GL account: 101-000-393.001 – Fund Balance Committed – (\$340,739)

###### **Grants and Philanthropy**

15. Resolution to authorize the City Clerk to publish budget amendment to recognize the budgeted revenues in the amount of \$60,000 to account 285-000-532.000 -AAPLIF Federal Grants Other, and appropriations in the amount of \$60,000 285-000-699-181.085 -AAMPLIF Professional Serv. – Amplifund

16. Resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution between Oakland County and the City of Pontiac for the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant in the amount of \$500,000

Information Technology (I.T.)

17. Resolution to approve the purchase of Desktop Personal Computers and Monitors for the 50<sup>th</sup> District Court

Parks & Recreation

18. Resolution to approve the Interlocal Partnership Agreement for Hawthorne Park between Oakland County and the City of Pontiac

Purchasing

19. Resolution award bid and execute agreement/contract with The Major Group for Lawn Chair Concert Series-facilitator of events

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

**Public Communications**

**City Council**

20. Upcoming Fiscal Year 2023-24 Department Budget Hearings Schedule  
Thursday, May 18, 2023 – 5:00 pm Special Meeting on the Budget  
Finance, Communications and Information Technology (IT)

Thursday May 25, 2023 – 5:00 pm to 9:00 pm Special Meeting on the Budget  
Department of Public Works (DPW) and Recreation

Tuesday, May 30, 2023 - Public Hearing on Proposed Budget and Fee Schedule 6:00 pm

21. 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](mailto:info@olhsa.org)
22. 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](mailto:communications@pontiacschools.org) for more information
23. Oakland County Michigan Works! Pontiac Summer Internship Program required Information Sessions, May 10 or May 17, 2023 from 5:30 to 7:30pm; Program is for Pontiac Young People Ages 16 to 24, Paid Internships Run from June 26 to August 18, 2023; Deadline to register is May 19, 2023; call (248) 276-1777 for more information
24. Library Karaoke at Pontiac Public Library, May 18, 2023 at 6:00 pm, held at the Pontiac Library, 60 E. Pike Street, Pontiac 48342
25. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023
26. Oakland County's Historical Society 147<sup>th</sup> Annual Meeting, May 20, 2023 at 11:00 am, held at Wisner School, 441 Cesar E. Chavez Avenue, Pontiac 48342

27. Accent Pontiac End of the Year Showcase, May 26, 2023 at 5:30 p.m., held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
28. 13<sup>th</sup> 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
29. Third Annual Bunny Shelter Fundraiser, June 2, 2023, held at Alley Cat Café, 31 N. Saginaw Street, Pontiac 48342
30. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023
31. 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
32. 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
33. 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
34. 40th Anniversary Celebration of the Pontiac Fiero, Happening July 12-16 Throughout Pontiac and at the CenterPoint Pontiac Marriott
35. Elam Family and Friends Block Party, July 15, 2023 from 11:00 am to 7:00 pm, held at 485 S. Sanford, Pontiac 48341
36. 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](mailto:redskyatnight35@aol.com) for more information
37. 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
38. 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**

39. Woodward Avenue Southbound from Rapid Street Boulevard Remains Closed for Construction as Michigan Department of transportation makes Improvements to the Intersections, the State has given May 26, 2023 as the anticipated date for Road Reopening

#### **Closing Comments**

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

#### **Adjournment**



# **CONSENT AGENDA A**

May 4, 2023 Draft Special Budget Meeting

**Official Proceedings  
Pontiac City Council  
84<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Thursday, May 4, 2023 at 5:10 p.m. by Council President Mike McGuinness.

**Invocation** – Councilman William Parker Jr.

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

**Moment of Silence**

**Roll Call**

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

Mayor Greimel was present  
A quorum was announced

**Excuse Councilmembers**

**Motion to excuse Councilwoman Melanie Rutherford for personal reasons.** Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: Goodman, James, McGuinness, Nicholson and Parker

No: None

**Motion Carried**

**Amendments to and Approval of the Agenda**

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

Ayes: Goodman, James, McGuinness, Nicholson and Parker

No: None

**Motion Carried**

**Agenda Items**

**Department Hearings**

1. Mayor's Office

Council President Pro-Tem William Carrington arrived at 5:25 p.m.

2. City Council

3. City Clerk (General)

Elections

Marihuana Regulations

Charter Commission

May 4, 2023 Draft Special Budget Meeting

**Public Comment** - None

**Adjournment**

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

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

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 6:51 p.m.

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Garland S. Doyle  
City Clerk

# **CONSENT AGENDA B**

May 9, 2023 Draft

**Official Proceedings  
Pontiac City Council  
85<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, May 9, 2023 at 6:00 p.m. by Council President Mike McGuinness.

**Invocation** – Rev. Chris Johnson, All Saints Episcopal Church, Pontiac Michigan

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

**Moment of Silence**

**Roll Call**

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

Mayor Greimel was present  
A quorum was announced

**Excuse Councilmembers**

**Motion to excuse Council President Pro-Tem William Carrington and Councilman Brett Nicholson for personal reasons.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Motion Carried**

**Amendments to and Approval of the Agenda**

**Motion to add to the Resolution the name of Sue Sinclair as the Mayor's appointment to the Planning Commission item #18, motion to change the amount of the Resolution for item #15 from \$100,000 to \$200,000 and add a Resolution to go into Closed Session as the new item #21 to the agenda.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Motion Carried**

The vote was taken to approve the agenda as amended.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Motion Carried**

**Consent Agenda**

23-165 (A-D) **Resolution to approve the consent agenda for May 9, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the City Council has reviewed the consent agenda for May 9, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for May 9, 2023 including April 24, 2013 Law and the Courts Subcommittee Meeting Minutes, April 28, 2023 Facilities and Property Subcommittee Meeting Minutes, May 1, 2023 Economic Development, Housing and Planning Subcommittee Meeting Minutes, May 2, 2023 City Council Meeting Minutes, Resolution recognizing May as Asian Pacific Islander Heritage Month, Resolution recognizing May as Mental Health Awareness Month and Resolution recognizing May as Military Awareness Month.

**23-165 (B) Resolution recognizing May as Asian Pacific Islander Heritage Month.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the United States celebrates Asian American and Pacific Islander Heritage Month during the month of May, with this month chosen in part because it commemorates the immigration of the first Japanese people to the United States on May 7, 1843, though Asians first migrated to what is now known as North America over 15,000 years ago; and,

Whereas, there are 23 million people of Asian or Pacific Islander descent in the United States, a diverse and growing group that makes up about seven percent of the total United States population and is the fastest growing racial group in the nation; and,

Whereas, the Asian American and Pacific Islander umbrella includes cultures from the entire Asian continent including East, Southeast, and South Asia, and the Pacific Islands of Melanesia, Micronesia, and Polynesia, spanning many countries of origin; and,

Whereas, the City of Pontiac and State of Michigan has been positively shaped by past and present Asian American and Pacific Islander residents and business owners, and that our many Hmong neighbors are a beloved and cherished part of the fabric of our community; and,

Whereas, many Asian Americans and Pacific Islanders have encountered xenophobia, racism, bias, and violence through the centuries, including as part of official federal governmental policies, and that tragically this targeted xenophobia, racism, bias, and violence continues to the present day; and,

Whereas, as a haunting local reminder of that targeted violence, over forty years ago the brutal racially-motivated murder of Chinese American Vincent Chin in nearby Highland Park, Michigan, as well as the shocking fact that his murderers received zero jail time sparked local and nationwide movements for Asian American and Pacific Islander civil rights organizations being formed, protests held, and laws changed; and,

Whereas, during an era of heightened racism, bigotry, and hate crimes, it is critically important to share accurate information, support diverse cultures, overcome stereotypes, and empower future generations; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby recognizes May 2023 as Asian American and Pacific Islander Heritage Month in the City of Pontiac; and further

Resolved, the Pontiac City Council pays tribute to the generations of Asian Americans and Pacific Islanders who have enriched our history, and we celebrate their many noteworthy contributions to our community and to our country; and further

Resolved, the City Council reaffirms the integral nature of our Asian American and Pacific Islander neighbors as an important part of our community, with great respect and affection for our substantial Hmong population in Pontiac, and recognizes their community as being instrumental to our community's future success; and further

Resolved, we condemn the xenophobia, racism, bias, and violence targeted at our Asian American and Pacific Islander neighbors locally and in all parts of the nation; and further

Resolved, the City of Pontiac and our City Council welcomes additional opportunities to commemorate and celebrate the people, places, events, traditions, and cultures that have contributed to making the Asian American and Pacific Islander community such an important part of Pontiac and of Michigan.

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23-165 (C)      **Resolution recognizing May as Mental Health Awareness Month.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the United States recognized Mental Health Awareness Month during the month of May, in order to educate on the importance of mental health and its impact on the well-being of all Americans, including children, adults, and families; and,

Whereas, less than half of Americans struggling with mental illness receive the treatment they need, and even fewer within Black and Brown communities receiving that treatment they need; and,

Whereas, mental health challenges among our youth have also been particularly impacted in recent years during the pandemic due to disruptions in routines, increased social isolation, learning loss, and the increasing role that social media has in the mental health challenges among young people, especially young women; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby recognizes May 2023 as Mental Health Awareness Month in the City of Pontiac; and further

Resolved, the Pontiac City Council pays tribute to the past and present service providers and community advocates in the field of mental healthcare and mental health awareness; and further

Resolved, the City Council stands in solidarity with those who are experiencing mental health conditions, renewing our commitment to providing them with access to the support they need and deserve; and further

Resolved, we call upon Pontiac citizens, government agencies, private businesses, nonprofit organizations, and other groups to join in activities and take action to strengthen the mental health of our community and its people.

23-165 (D)      **Resolution recognizing May as Military Awareness Month.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, for generations, Pontiac citizens have proudly served our nation during times of conflict and peace; and, Whereas, our brave service men and women, their families, and their loved ones have made great sacrifices to protect the freedoms we enjoy; and,

Whereas, our city's active-duty military and many veterans impart courage, honor, and valor to their fellow residents and are true leaders in our communities and are integral to the success, advancement, and prosperity of our city; and,

Whereas, Pontiac City Council President Pro- Tem William A. Carrington and City Councilman William Parker, Jr. both bravely served in our nation's military; now,

Therefore, Be It Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby recognizes May 2023 as Military Appreciation Month in the City of Pontiac; and further

Resolved, the Pontiac City Council pays tribute to our service men and women, their families, their loved ones, and our local veterans; and further

Resolved, the City Council remembers with deep gratitude the men and women who have given their lives in defense of our freedom; and further

Resolved, we celebrate the past military service of Pontiac City Council President Pro Tem William A. Carrington and City Councilman William Parker, Jr.; and further

Resolved, we call upon Pontiac citizens, government agencies, private businesses, nonprofit organizations, and other groups to join in activities and take action to demonstrate our community's appreciation for our nation's military servicemembers and veterans

Ayes: McGuinness, Parker, Rutherford, Goodman and James

No: None

**Resolution Passed**

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### **Special Presentations**

General Motors Announcement of New \$200 Million Parts Plant to be Constructed at Former Palace of Auburn Hills Site, 1,000 Jobs at New Plant

Pontiac Skate Park Project Groundbreaking at Oakland Park, May 12, 2023, from 3:30 to 5:00 pm

Note of thanks from Ronnie McNeir to Pontiac City Council

### **Subcommittee Reports**

Communications, Engagement & Operations

Economic Development, Housing & Planning

Facilities & Property

Finance & Personnel

Law & the Courts

Parks, Recreation & Public Works

Public Safety, Health & Wellness

### **Recognition of Elected Officials – None**

### **Agenda Address**

1. Dr. Deirdre Waterman addressed item #15
2. Gloria Miller addressed item #9

### **Resolutions**

City Council

23-166      **Resolution recognizing and supporting Autism Awareness Walk.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the 3rd Annual Autism Walk is being held at Wisner Stadium in Pontiac, Michigan on Saturday, May 20, 2023 from 11:00 a.m. to 2:00 p.m.; and, Whereas, Ms. Marsha Easley and Inspirational Spectrum Heroes have organized and held this walk in our community, and are now working to bring people together for the third annual Autism Walk in Pontiac; and, Whereas, autism spectrum disorders impact many people and their loved ones in the Pontiac community, and greater awareness is needed regarding autism spectrum disorders, what it means to be autistic, how to better support autistic people and their wellbeing, and the difficulties and discrimination autistic people face; now, Therefore, Be It Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby recognizes the 3rd Annual Autism Walk at Wisner Stadium in Pontiac on May 20, 2023 and affirms our support for the event; and further Resolved, on behalf of the entire Pontiac community, the City Council appreciates and celebrates the work of Ms. Marsha Easley and Inspirational Spectrum Heroes in spearheading the Autism Walk and for effectively advocating for greater autism awareness; and further Resolved, the City Council encourages Pontiac residents to participate in the Autism Walk and further encourages residents to learn more about the needs and impact of autistic residents in our community.

Ayes: Parker, Rutherford, Goodman, James and McGuinness

No: None

**Resolution Passed**

23-167      **Resolution recognizing the Heroism of Randi.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City of Pontiac, Michigan is privileged to have many residents who go above and beyond to improve life for others, whose hard work and dedication directly helps their fellow citizens; and Whereas, Ms. Randi Maddix of Pontiac, Michigan was traveling through Ohio on April 28, 2023 and stopped to help teenage occupants in a car that had been involved in a rollover crash; and



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Whereas, during her act of being a good Samaritan on that highway, she was struck by another vehicle; and Whereas Ms. Maddix passed away from those injuries on April 28, 2023 at the age of 33, which is a tremendous loss for both her family and our community; now, therefore be it

Resolved, the Pontiac City Council, in partnership with Mayor Tim Greimel, hereby mourns the passing of Ms. Randi Maddix and recognizes her for her remarkable bravery and heroism; and further

Resolved, she will be remembered by this Council and the Pontiac community for her willingness to help others that were in need, and for the bravery and heroism she exhibited in those final moments of her life; and further

Resolved, the City of Pontiac extends our deepest sympathies to her family, friends, neighbors, and, in particular, her beautiful children.

Ayes: Parker, Rutherford, Goodman, James and McGuinness

No: None

**Resolution Passed**

23-168        **Resolution Honoring the Life of Pontiac Retiree Terry Jones.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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

Whereas, Mr. Terry M. Jones worked for the City of Pontiac for 30 years, serving with dedication and commitment for those three decades and directly improving the quality of life and wellbeing of Pontiac residents; and

Whereas, Mr. Jones worked for the City of Pontiac Water Department for the entire duration of his employment with our City before his well-deserved retirement at the end of his long and productive career; and

Whereas Mr. Jones passed away on April 22, 2023 at the age of 69, which is a tremendous loss for both his family and our community; now, therefore be it

Resolved, the Pontiac City Council expresses our deepest gratitude for Mr. Jones' dedicated service to our City and to the citizens whose lives he protected and enriched; and further

Resolved, he will be remembered by this Council and the Pontiac community as a dedicated and hardworking person who made a positive difference in our City for many years; and further

Resolved, the City of Pontiac extends our deepest sympathies to his family, friends, neighbors, and colleagues.

Ayes: Rutherford, Goodman, James, McGuinness and Parker

No: None

**Resolution Passed**

Economic Development

23-169        **Resolution to execute a contract with Passport, Inc. for a Mobile Parking Application and Parking Violation Enforcement.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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 Passport, Inc.;

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NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with Passport, Inc.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Resolution Passed**

Finance

23-170      **Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023 to increase the appropriation in the following GL account 101-201-818-000 Other Professional Services - \$200,000.** Moved by Councilperson Rutherford and second by Councilperson James.

WHEREAS, the Finance Department is in dire need of continued assistance from a CPA firm to perform the critical accounting functions such as bank reconciliation, month end close, write adjusting journal entries etc. since the positions of the Finance Director, Senior Accountant and Grant Accountant positions were vacant for many months.; and,

WHEREAS, Consultants CVHT CPAs and Rehmann CPAs assisted Finance staff to complete the FY 2022 audit; and,

WHEREAS, we need CVHT CPAs' continued assistance to complete the FY 2023 audit on time; and,

WHEREAS, additional funding is needed to pay for this service; and,

WHEREAS, this budget amendment will decrease the fund balance in the Fund 101– General Fund by \$200,000;

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

Increase the budget appropriation in the following GL accounts:

101-201-818.000	Other Professional Services	\$200,000
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Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Resolution Passed**

Grants

23-171      **Resolution to express formal support for the City of Pontiac Adopt-A-Park Program.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac's Adopt – A – Park program allows everyone to play a role in improving Pontiac's parks, whether it is participating in planned volunteer park clean-up, making a financial contribution towards major renovations, or making a commitment to provide all necessary funding to renovate and maintain a single park, and;

WHEREAS, volunteering can make a big difference in the effort to keep Pontiac parks clean, and;

WHEREAS, financial and in-kind contributions are necessary for the renovation projects that many of the parks in Pontiac require, and;

WHEREAS, another way to contribute to park revitalization in the City of Pontiac is through interlocal agreements with other governmental entities, and;

WHEREAS, the City of Pontiac Adopt-A-Park Program will help create safe, clean spaces where friends can gather, children can play, and neighborhoods can grow.

**NOW THEREFORE**, be it resolved that the Pontiac City Council hereby issues its formal support for the Pontiac Adopt-A-Park Program.

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

Mayor's Office

23-172 **Motion to table the Resolution to approve permit for united Wholesale Mortgage request for Flock Camera System Right of Way Utilization.** Moved by Councilperson Parker and second by Councilperson Rutherford.

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

23-173 **Resolution approving Mayor's appointment of Sue Sinclair to Planning Commission Vacancy. (Postponed from May 2, 2023 Council Meeting)** Moved by Councilperson Goodman and second by Councilperson Goodman.

WHEREAS, Ordinance No. 2236 requires that the Planning Commission be comprised of six non-elected officials and the Mayor or his designee; and  
WHEREAS, there is presently one vacancy on the Planning Commission; and  
WHEREAS, according to State law and the ordinance, the Mayor shall appoint planning commissioners subject to approval by a majority vote of the City Council; and  
WHEREAS, Mayor Tim Greimel recommends appointing Sue Sinclair to the Pontiac Planning Commission to a term expiring three years after the date City Council approves her appointment,  
NOW THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the appointment of Sue Sinclair to the Pontiac Planning Commission to a term expiring three years after the date City Council approves her appointment.

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

Planning

23-174 **Resolution to extend the Carlisle Wortman contract for three (3) months.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, The City's Planning Consultant, Carlisle Wortman, has performed consultant work since December 1, 2022, for plan review services on a temporary basis as internal City Planning Staff have continued to be hired and trained; and  
WHEREAS, Pursuant to Sec. 7.0 of the Contract between the City and Carlisle Wortman, the City Council may approve extensions of the Agreement in 3-month increments for up to 1 year; and  
WHEREAS, City Staff have requested a three-month extension through August 31, 2023, to allow Carlisle Wortman to complete and finalize existing projects assigned by the City.  
NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council hereby authorizes a 3-month extension of the Contract between the City and Carlisle Wortman and Associates, Inc., for consulting services, which shall terminate on August 31, 2023, unless otherwise extended, pursuant to the terms of the Parties' Agreement.

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

Treasury

23-175

**Resolution to schedule a Public Hearing on May 16, 2023 for the Annual Millage Rates for Fiscal Year 2023-2024.** Moved by Councilperson Parker and second by Councilperson Goodman. Discussion.

**Motion to change the date and add the time to Resolution to schedule a Public hearing on May 16, 2023 for the Annual Millage Rates for Fiscal Year 2023-2024.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Motion Carried**

23-175 **Amended Resolution to schedule a Public Hearing on May 23, 2023 at 6:00 p.m. for the Annual Millage Rates for Fiscal Year 2023-2024.** Moved by Councilperson Parker and second by Councilperson Goodman.

WHEREAS, the proposed city millages for operating purposes for the 2023-2024 fiscal year are in excess of the millage rate permitted by subsection 2 of the General Property Tax Act 211.24e.

WHEREAS, in accordance with The General Property Tax Act 211.24e subsection 3, a governing body of a taxing unit may approve a levy of an additional millage rate only after providing the notice required by subsection (6) and (9) and holding a public hearing of the governing body as prescribed by subsection (6).

WHEREAS, the public hearing of the governing body of a taxing unit required pursuant to subsections (3) and (5) shall be held for the purpose of receiving testimony and discussing a levy of an additional millage rate for its ensuing fiscal year. In addition to satisfying the requirements under the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, the local unit of government or taxing unit shall publish notice of this public hearing in a newspaper of general circulation within the local unit of government or taxing unit.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Pontiac authorizes the scheduling of a public hearing on Tuesday, May 23, 2023 at 6:00 p.m.

Ayes: Rutherford, Goodman, James, McGuinness and Parker

No: None

**Resolution Passed**

**Public Comment**

1. Robert Bass
2. Carlton Jones
3. Deirdre Waterman
4. Pastor Kathy Dessureau
5. Gloria Miller

**Closed Session**

23-176

**Resolution to proceed in Closed Session at 7:51 p.m. to consider and discuss the Confidential Legal Opinion in connection with Trial or Settlement Strategies and the purchase of Real Property. (Agenda Add-on)** Moved by Councilperson Rutherford and second by Councilperson Parker.

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); and

May 9, 2023 Draft

WHEREAS, Section 13 of the Freedom of information Act provides that a public body may exempt from disclosure as a public record information or records that are subject to the attorney-client privilege (MCL 15.243(1)(g)); and

WHEREAS, the City has written confidential legal opinion related to zoning ordinance amendments; and  
NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant MCL 15.243(g) and to Section 8(h) of the Open Meetings Act (MCL 15.268(h)), to discuss and consider written confidential legal opinions of counsel.

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

**Resolution Passed**

**Motion to come out of Closed Session at 8:45 p.m.** Moved by Councilperson Parker and second by Councilperson Goodman.

Ayes: James, McGuinness, Parker, Rutherford and Goodman

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, Councilwoman Melanie Rutherford and Council President Mike McGuinness made closing comments.

### **Adjournment**

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

Ayes: McGuinness, Parker, Rutherford, Goodman and James

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 9:04 p.m.

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Garland S. Doyle  
City Clerk

# **CONSENT AGENDA C**

May 11, 2023 Draft Special Budget Meeting

**Official Proceedings  
Pontiac City Council  
86<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Thursday, May 11, 2023 at 5:08 p.m. by Council President Mike McGuinness.

**Invocation** – Councilwoman Kathalee James

**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

Deputy Mayor Khalfani Stephens 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 Goodman.

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

No: None

**Motion Carried**

Mayor Tim Greimel arrived at 5:13 pm

**Agenda Items**

**Department Hearings**

1. Grants
2. 50th District
3. Human Resources
4. Community Development

Councilman Mikal Goodman was excused from the meeting

Councilman Brett Nicholson was excused from the meeting

**Public Comment**

1. Dr. Deidre Waterman

May 11, 2023 Draft Special Budget Meeting

**Suspend the Rules**

**Motion to suspend the rules to amend the agenda to discuss the City Council Chief of Staff Position and Pontiac Community Foundation Gala.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

**Motion Carried**

**Adjournment**

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

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 7:52 p.m.

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Garland S. Doyle  
City Clerk



**#3**

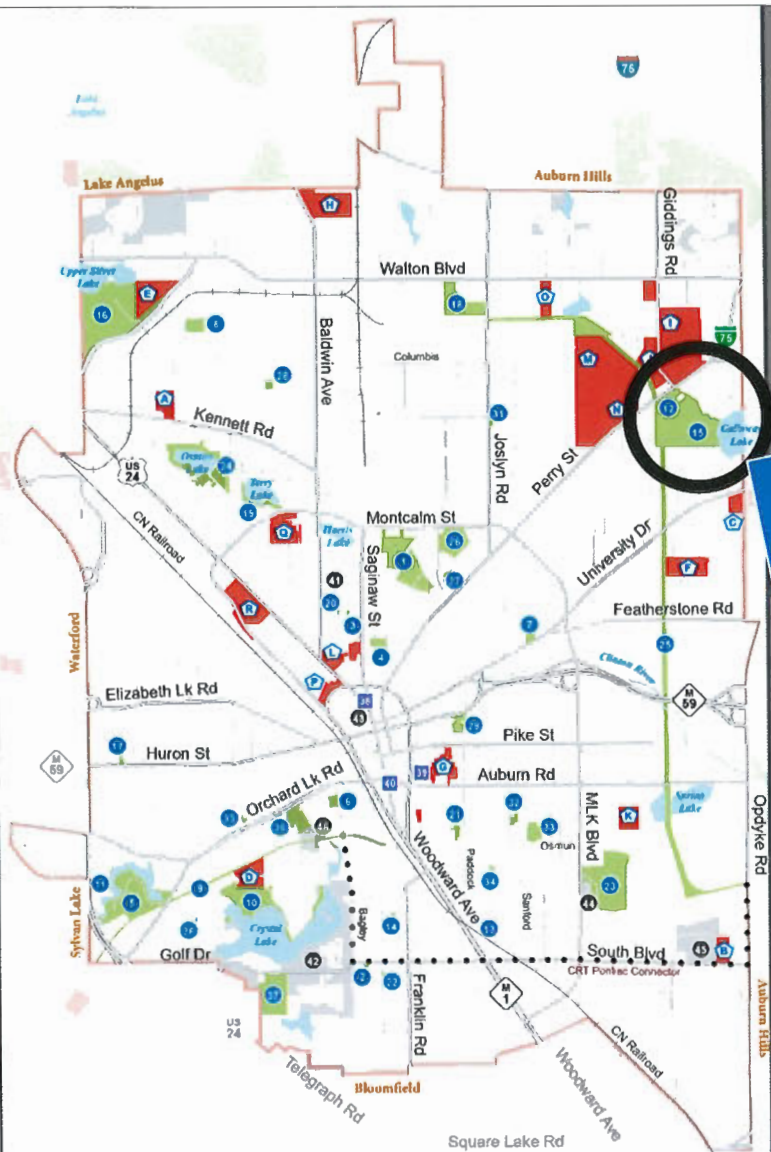
**SPECIAL  
PRESENTATION**

# Galloway Lake Park Redesign Project

Pontiac City Council Meeting

May 16, 2023

# Galloway Lake Park





Ralph C. Wilson, Jr. Legacy:  
**Design & Access  
Fund**

COMMUNITY-LED  
DESIGN PROJECT

**Applicant:**

Friends of the Pontiac Parks Association

**Fiduciary:**

Pontiac Community Foundation

**Consultant:**

PEA Group

**Lead:**

Community Advisory Team

**Support:**

City of Pontiac

Oakland County



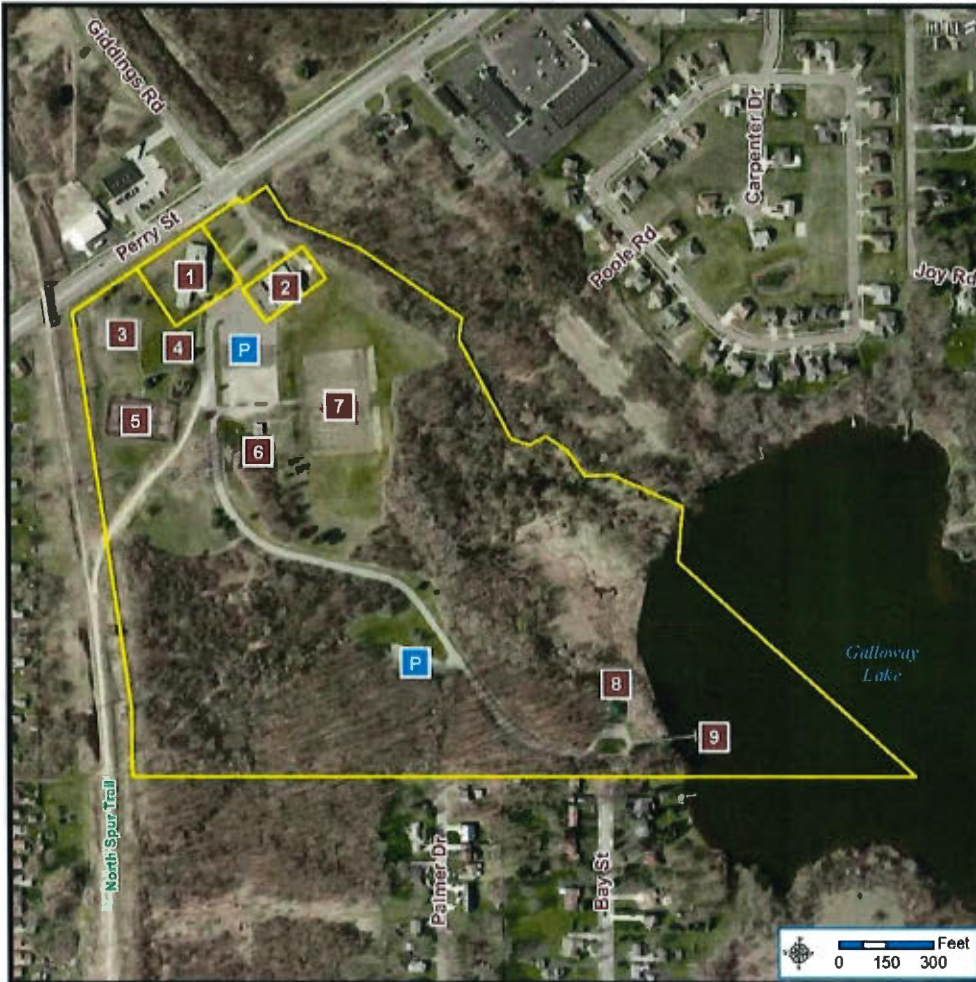
- ✓ Appoint CAT Members
- ✓ Review Project and Timeline
- ✓ Establish Project Scope
- ✓ Hire Project Consultant
- ✓ Collect Public Opinion Via Online Survey
- ✓ Visit Marshbank Park and Meet With Park Staff
- ✓ Hold Community Engagement Event
- ✓ Hold Focus Group Sessions
- ✓ Prepare Draft Concept Site Plan Based on Feedback Received from Public Engagement

# COMMUNITY-LED DESIGN PROJECT

- ✓ **Park Site Plan**
- ✓ **Cost Estimates**
- ✓ **Marketing and Outreach Materials**
  - **Apply for Grant Funding**
  - **Transform a neglected park into an accessible recreational community gem**



## GALLOWAY LAKE PARK



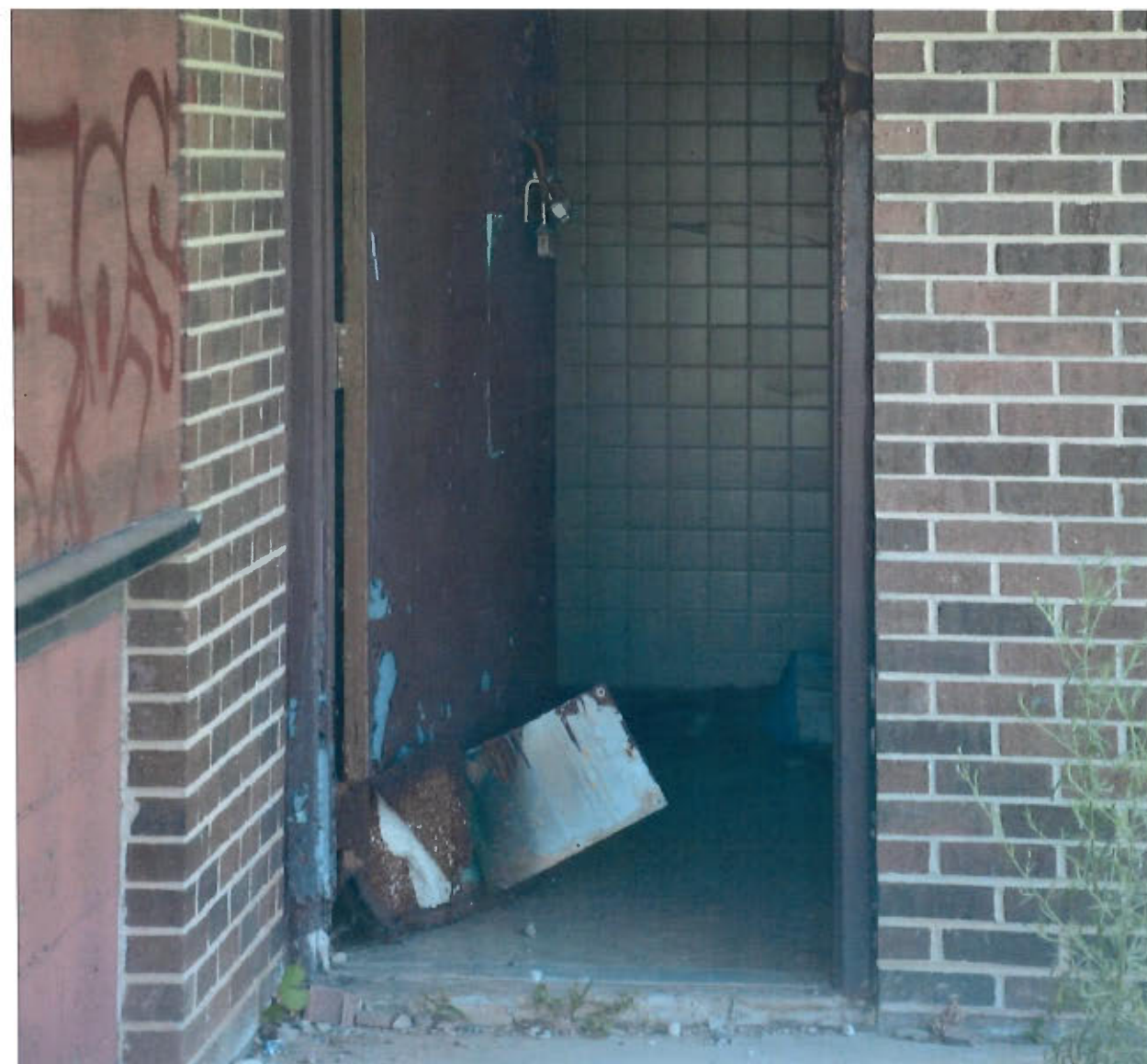
## Existing Park Amenities

- 63 Acres
- Basketball Courts
- Playground
- Tennis Courts
- Soccer Field
- Fishing Dock
- Horseshoe Pits
- Access to Galloway Lake
- Galloway Creek
- North Spur Trail
- SMART Bus Route 796
- Former Ewalt Center
- 2 WRC Pump Stations

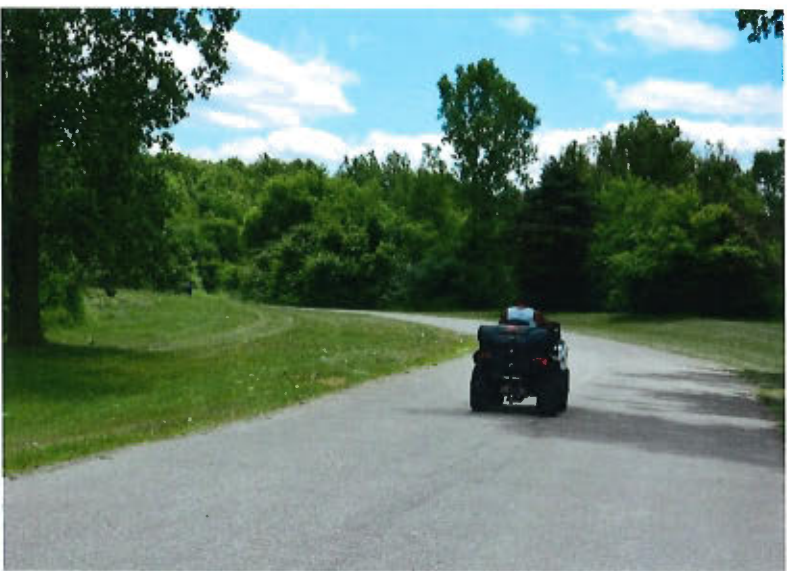
























**Ewalt Center**

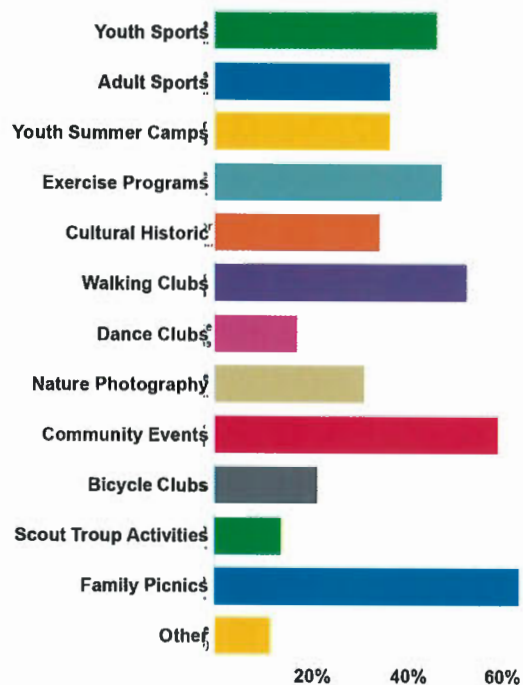


## Desired Amenities



# COMMUNITY SURVEY

## Desired Recreation Activities



**153**  
**SURVEYS**  
**COMPLETED**



**In 3 words,  
describe how  
Galloway Lake Park  
looks today:**



**In 3 words,  
describe what  
you would like  
Galloway Lake  
Park to  
transform into  
in the future:**







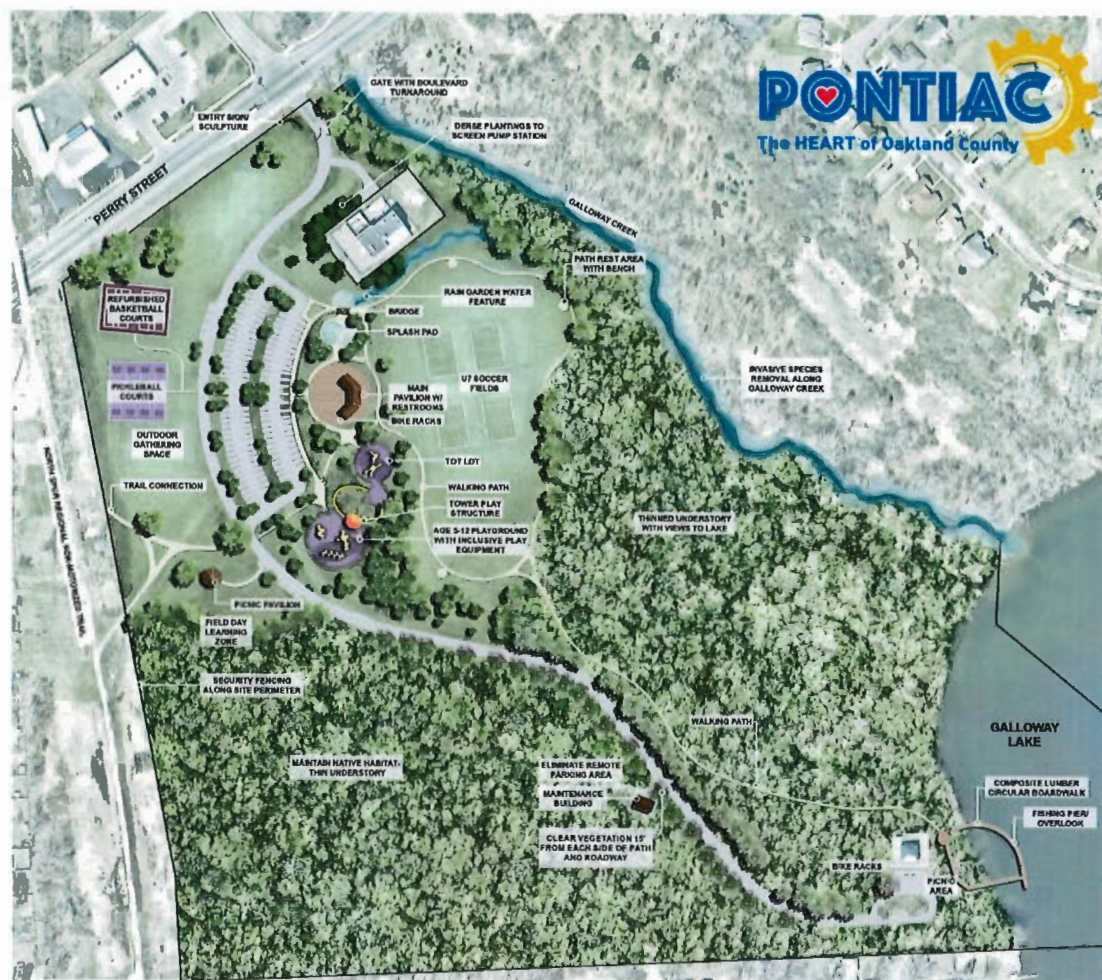
# COMMUNITY ENGAGEMENT







# CONCEPT IMAGES





# CONCEPT PLAN







# EXAMPLE AMENITIES





# EXAMPLE AMENITIES







# EXAMPLE AMENITIES





# CONCEPT IMAGES







# CONCEPT IMAGES





# CONCEPT IMAGES







# CONCEPT IMAGES





## COST SUMMARY

**Overall cost for all improvements: \$10,300,000**

### Potential Phasing

Demolition of community center, restroom & tennis courts	\$550,000
Clear woodland understory & brush clearing	\$200,000
Boardwalk / fishing pier	\$350,000
Main park area: new road alignment, parking lot, playground restroom / pavilion	\$8,150,000
Splash pad	\$500,000
Field day pavilion	\$175,000
Pickleball courts	\$375,000



# Questions?

# PEA GROUP

Jeff Smith, PLA, LEED AP  
jsmith@PEAGroup.com  
248.509.7235  
PEAGroup.com

Lynn Whipple, PLA  
lwhipple@PEAGroup.com  
248.509.7228  
PEAGroup.com

**#4**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

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**TO:** The Honorable Pontiac City Council

**FROM:** Alexandra Borngesser, Director of Grants & Philanthropy

**DATE:** May 16<sup>th</sup>, 2023

**RE:** Resolution to approve The City of Pontiac's submission of the grant application titled "Galloway Lake Park Redevelopment" to the Michigan Department of Natural Resources Spark Grant Program the amount of \$1,000,000.

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### EXECUTIVE SUMMARY

The City of Pontiac Department of Grants & Philanthropy kindly requests the approval of The City of Pontiac's submission of a grant application titled "Galloway Lake Park Redevelopment" to the Michigan Department of Natural Resources Spark Grant Program in the amount of \$1,000,000. The City of Pontiac is proposing park improvements to Galloway Lake Park, classified as a Community Park, located in District 5.

### CASE FOR SUPPORT

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

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

### PROJECT PLANS

The Friends of the Pontiac Parks Association received a \$25,000 grant from the Ralph C. Wilson Jr. Foundation in support of a community-led design project focused on Galloway Lake Park. The objective of the Galloway Lake Park Community-Led Design Project was to conduct meaningful



public engagement with a variety of stakeholders, and resulted in a plan that will transform a neglected urban park into an accessible recreational gem. The plans include improvements to the parking area, renovating the restrooms, rebuilding the fishing pier, and adding a walking path to connect the park and access to the lake to the North Spur Trail. The final product of this project will be carried forward by utilizing the Galloway Lake Park Redevelopment Project as a tool in submitting an application to the Michigan DNR Spark Grant Program.

Resolution on Following Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO APPROVE THE CITY OF PONTIAC'S SUBMISSION OF THE GRANT APPLICATION TITLED "GALLOWAY LAKE PARK REDEVELOPMENT" TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES SPARK GRANT PROGRAM IN THE AMOUNT OF \$1,000,000**

**WHEREAS**, the City of Pontiac supports the submission of an application titled, "Galloway Lake Park Redevelopment" to the Michigan DNR Spark grant program; and,

**WHEREAS**, there is no matching requirement; and,

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

**WHEREAS**, the approved redevelopment designs will be utilized to complete future renovations to the park; and,

**WHEREAS**, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements.

**NOW THEREFORE, BE IT RESOLVED** that the City of Pontiac hereby authorizes submission of a Michigan Department of Natural Resources Spark Grant Application in the amount of \$1,000,000.

**#6**

# **ORDINANCE**



TO: Planning Commission

FROM: Mark Yandrick, Planning Manager

DATE: May 11, 2023

RE: Staff Report: Zoning Text Amendments, Stormwater

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### **Executive Summary**

The City is requesting Zoning Text Amendments to make three (3) modifications to confirm the City's our Stormwater Standards to the State of Michigan requirements. This is one part of the several amendments City Council is considering. The other amendments are related to the Municipal Code and do not require Planning Commission review.

Staff recommends approval of these Zoning Text Amendment with no conditions.

### **Background and Information**

The State of Michigan has required municipalities to make amendments to their text amendments to conform with the Storm Water Discharges from Municipal Separate Storm Sewer Systems (MS4s) process. There are two zoning amendments proposed below.

#### **Item #1, Site and Sketch Plan Review Procedure, Section 6.204(D)**

D. **Site Plan Review** is required for ~~larger more intense projects, including developments that disturb areas one (1) or more acres, including projects less than one (1) acre that are part of a larger common plan of development or sale,~~ most new developments, major expansions, and redevelopment. Site plan review procedures and requirements are listed in Section 6.204.

#### **Item #2, Required Information, Section 6.208, Table 17, Required Information**

Key: SP Site Plan

SL: Sketch Plan

AR: Administrative Review Plan

UTILITIES, DRAINAGE and the ENVIRONMENT	SP	SK	AR
Grading plan, with existing and proposed topography at a minimum of two-foot (2') contour levels, drainage patterns and a general description of grades within 100 feet of the site to indicate stormwater runoff.	•	•	•
General location of sanitary sewers and building leads upon which no structures or earth berms shall be located.	•		
Detailed location of sanitary sewers and building leads	•		
Water mains, hydrants and building services and sizes.	•		
General stormwater runoff calculations and approximate size and location of retention basins	•		
Detailed storm sewers, site grading, drainage, detention basins, and/or other pertinent facilities as required by Section 118-III Stormwater Control of this Ordinance.	•		

**Item #3, Add a definition for Disturb Area**

***Disturb Area*** means an area where soils are exposed or disturbed by development, both existing and proposed. The Disturbance Area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering. Agricultural and pasture land are not considered part of the Disturbance Area.

*For utility lines, trenches, or other similar linear work, the Disturbance Area includes staging and storage areas, the linear feature, and the areas on each side of the linear feature impacted by the construction. Where necessary for safety in deep trenches, the Disturbance Area may be made wide enough to allow for bending and shoring of the trench.*

**Summary**

There a limited amount of amendments proposed. These amendments make reference to the City's Stormwater Ordinance and provides clarity while aligning with the State of Michigan MS4 permitting requirements.

**Planning Commission Recommendation**

The Planning Commission held their public hearing on May 10 and recommended approval, 6-0 without conditions.

**Resolution of the Pontiac City Council  
To Approve First Reading of Stormwater Control Ordinance  
Amendment to Amend**

**Article III, Division 1 (General Provisions) to amend Section 118-25,  
to amend Division 2 (Applicability) to add Section 118-63, to amend  
Division 6 (Long Term Maintenance) to amend Section 118-109, and  
to amend Division 8 (Compliance and Enforcement) to add Section  
118-155.**



**Resolution to Approve First Reading of Stormwater Control Ordinance Amendment to Amend Article III, Division 1 (General Provisions) to amend Section 118-25, to amend Division 2 (Applicability) to add Section 118-63, to amend Division 6 (Long Term Maintenance) to amend Section 118-109, and to amend Division 8 (Compliance and Enforcement) to add Section 118-155.**

At a meeting of the City Council ("Council") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on May 16, 2023, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT: \_\_\_\_\_

ABSENT:

The following preambles and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, before the City of Pontiac City Council for consideration is an Ordinance to Amend Article III, Division 1 (General Provisions) to amend Section 118-25, to amend Division 2 (Applicability) to add Section 118-63, to amend Division 6 (Long Term Maintenance) to amend Section 118-109, and to amend Division 8 (Compliance and Enforcement) to add Section 118-155.

**WHEREAS**, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to accept the staff recommendation and approve the amendments to the Stormwater Control Ordinance Amendments as presented.

**NOW THEREFORE, BE IT RESOLVED** by the Pontiac City Council that it hereby adopts the first reading of the amendments to the City of Pontiac's Stormwater Control Ordinance as presented to the City Council on May 16, 2023.

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

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

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

Dated: May \_\_\_\_, 2023

By: \_\_\_\_\_  
Its: City Clerk

CITY OF PONTIAC

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE LIMITATION OF ANIMALS PER HOUSEHOLD AND ADD PERMISSIBLE REQUIREMENTS TO ALLOW CHICKENS AND HENS, MODIFY THE DISTANCE BETWEEN STATE LICENSED RESIDENTIAL FACILITIES, AND TO AMEND THE GENERAL DEFINITIONS AS FOLLOWS:

ARTICLE 6, CHAPTER 2, SECTION 6.204,

ARTICLE 4, CHAPTER 2, SECTION 6.208,

ARTICLE 7, CHAPTER 2, SECTION 7.103,

The City of Pontiac Ordains:

Amend Article 6, Chapter 2, Section 2.506 – State Licensed Residential Facilities is amended to modify the distance between state licensed facilities;

Amend Article 4, Chapter 2, Section 4.206 (A)(3) Keeping of Household Animals or Pets Permitted to include poultry and prohibit livestock;

Amend Article 7, Chapter 2, Section 7.103 – Add a definition of “Disturb Area”.

**Chapter 2**

**Site Plan Review**

**6.201 Purpose.**

The procedures, standards and required information in this Chapter are intended to provide a consistent and uniform method of review of proposed development plans, to ensure full compliance with the regulations and standards contained in this Ordinance and other applicable ordinances and laws, to achieve efficient use of land, to protect natural resources, and to prevent adverse impact on adjoining or nearby properties. It is the intent of these site plan review requirements to encourage cooperation and consultation between the City and the applicant to facilitate development in accordance with the City’s land use objectives.

**6.202 Type of Site Plan Review Required.**

Four levels of site plan review are established by this Ordinance: site plan review not required, administrative review, sketch plan review, and site plan review.

The submittal requirements for each kind of review are listed in Table 17 in Section 6.208.

A. **Site Plan Review Not Required.** Site plan review is not required for the construction of single family dwellings and small accessory structures and other activities and improvements that will not generate material off-site impacts. However, any activity or use that is exempt from site plan review may still be subject to the requirements of Article 6, Chapter 7, Permits, Fees, Violations and Penalties.

B. **Administrative Review** is required for certain small scale projects that do not impact neighboring properties.

1. **Authority.** The planning administrator shall have the authority to approve, approve subject to conditions, or deny any plan requiring administrative review. The planning administrator shall from time to time provide the Planning Commission with a summary of administrative review decisions made pursuant to this section.

The Pontiac Municipal Code and Zoning Ordinance are current through Ordinance 2369, passed September 10, 2019.

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2. Request for Planning Commission Review. The planning administrator or the applicant shall have the option to request Planning Commission consideration of plans eligible for administrative review.

3. Appeals of administrative site plan decisions made by the planning administrator shall be made to the Planning Commission. In such cases, the Planning Commission shall review the plan in accordance with the site plan review procedures set forth in Section 6.204.

C. **Sketch Plan Review** is a Planning Commission review process for smaller scale projects and expansions or changes in use for existing sites. Less detailed information is required for sketch plan review compared to site plan review, and the level of information required is intended to be only that necessary to verify compliance with applicable Ordinance standards.

The application requirements and review procedures for sketch plan review are the same as those established for a one-step site plan review in Section 6.204.

D. **Site Plan Review** is required for ~~larger and more intense projects, including larger and more intense projects, including developments that disturb areas one (1) or more acres, including projects less than one (1) acre that are part of a larger common plan of development or sale,~~ most new developments, major expansions, and redevelopment. Site plan review procedures and requirements are listed in Section 6.204.

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Table 16 summarizes what kind of site plan review is required for various development activities. When a combination of more than one kind of development activity is proposed on a site, such as parking improvements required with the construction or expansion of a building, all site improvements shall be reviewed according to the highest level of review required for any one of the individual components of the overall development.

Table 16. Type of Site Plan Review Required

Key:	NR: Not Required	AR: Admin. Review	Sk: Sketch Plan	SP: Site Plan Review
DEVELOPMENT ACTIVITY	NR	AR	Sk	SP
<b>NEW CONSTRUCTION</b>				
<b>Accessory Structures (smaller than 200 sq. ft. or residential)</b>				
In any district, up to 200 sq. ft. in area and accessory structures of any size accessory to a single family dwelling unit (building permits are required)	•			
<b>Accessory Structures (nonresidential larger than 200 sq. ft.)</b>				
200 sq. ft. in area or greater that are accessory to any use other than a single family dwelling unit. The planning administrator may require sketch plan review if the accessory structure could create negative impacts on the surrounding area.		•	•	
<b>Manor House</b>				
New construction of a new 3-4 unit manor house structure on a single lot, or conversion of an existing structure to a 3-4 unit manor house				•
<b>Non-Residential or Multiple Family</b>				
Construction of any non-residential structure, multiple-family apartment building with 3 or more units, or manufactured housing community				•
<b>One or two family dwellings on a single lot</b>	•			
<b>BUILDING ADDITIONS, MODIFICATIONS, and ALTERATIONS</b>				

Key:	NR: Not Required	AR: Admin. Review	Sk: Sketch Plan	SP: Site Plan Review
DEVELOPMENT ACTIVITY				
NR AR Sk SP				
<i>Increases in floor area to existing multiple-family or non-residential buildings based on the cumulative total of expansions in the previous 5 years shall be reviewed as follows. Note that associated site improvements that are required due to the increase in floor area such as parking or landscaping may require a different level of review.</i>				
<b>Architectural Changes</b>				
Modifications to a building facade or architectural features that comply with the standards of this ordinance				*
<b>Increase in Floor Area (minor)</b>				
An increase of up to 10% of the existing floor area for any non-residential or multiple family building when all of the following apply. If any of the following do not apply, sketch plan review is required.				
Nh is located on a rear or side facade			*	*
Nh will not be visible from a major or minor thoroughfare				
Nh will not negatively impact surrounding property in the opinion of the planning administrator				
<b>Increase in Floor Area (moderate)</b>				
An increase of more than 10% but less than 15% of the existing floor area for any non-residential or multiple family building				*
<b>Increase in Floor Area (major)</b>				
An increase of more than 15% of the existing floor area for any non-residential or multiple-family building				*
<b>Limited Reconstruction without Expansion</b>				
Demolition of less than 50% of the existing footprint area of a building and reconstruction that expands the building footprint by less than 10%				*
<b>Limited Reconstruction with Expansion</b>				
Demolition of less than 50% of the existing footprint area of a building and reconstruction that expands the building footprint by more than 10%				*
<b>Major Reconstruction</b>				
Demolition and reconstruction of more than 50% of the existing footprint area of a building				*
<b>SITE IMPROVEMENTS WITHOUT SIGNIFICANT BUILDING EXPANSION</b>				
<b>Landscape Changes</b>				
Changes in approved landscaping plans to similar species consistent with the standards of this Ordinance and that do not reduce the total amount of landscaping on the site				*
<b>Minor Changes During Construction</b>				
due to unanticipated site constraints, or to improve safety, protect natural features or comply with unanticipated requirements of outside agencies				*
<b>Park Improvements</b>				
				*
<b>Parking Increase (limited)</b>				
Increase in parking and loading areas of up to 10% of the existing area or 6,000 square feet, whichever is less, without any building changes				*
<b>Parking Increase (major)</b>				
Increase in parking and loading areas of more than 10% of the existing area or 6,000 square feet, whichever is less, without any building changes				*
<b>Parking Lot Improvements without Expansion</b>				
Parking lot improvements, alterations to the internal layout, resurfacing or re-striping, or the installation of pavement and curbs to off-street parking lots		*		



Key:	NR: Not Required	AR: Admin. Review	Sk: Sketch Plan	SP: Site Plan Review
DEVELOPMENT ACTIVITY				
Utilities and Accessibility				
Utility system improvements and modifications to upgrade a building to improve barrier-free design or to comply with the Americans with Disabilities Act or similar regulations	•			
USE – CHANGES IN and/or ESTABLISHMENT OF				
Change in Or Establishment of a Permitted Use				
When no significant changes in the existing site design, facilities, structures or amenities are required		•		
Change in Or Establishment of a Permitted Use				
When significant changes in the existing site design, facilities, structures or amenities are required			•	
Nonconforming Uses and Sites (substitution or change of use)				
Substitution of a nonconforming use for a more conforming use, or a change in the use of a nonconforming site				•
Special Exception Uses				
Establishment of or alterations to an approved special exception use, including billboards				•
GENERAL				
Any activity that, in the opinion of the planning administrator, is not exempted from site plan review or that does not qualify for administrative or sketch plan review				•
Projects and activities of a similar character and intensity to other projects and activities with the same required review procedure, as determined by the planning administrator	•	•	•	•

#### 6.203 Pre-application Conference.

At the request of an applicant, the city shall conduct a pre-application conference before a committee composed of planning staff, up to three representatives from the Planning Commission, and any other official or representative of the City. The purpose of this conference is to allow discussion with the city to better inform the applicant of the acceptability of any proposed plans or use prior to incurring extensive engineering and other costs which might be necessary for preliminary plan review and final site plan approval. A request for this conference shall be in writing and shall contain whatever information the applicant deems necessary so that full disclosure and discussion of the proposed plan may be held. The committee's decision shall have no binding effect on the Planning Commission or City Council but be designed simply to advise the applicant of the feasibility of the proposal.

#### 6.204 Site and Sketch Plan Review Procedure.

A. **Application.** The owner, tenant, or purchaser having an interest in land for which site plan approval is sought, or the owner's designated agent, shall submit a completed application form and sufficient copies of a site plan to the Planning Department. The site plan shall be prepared in accordance with the provisions of this Article, including all appropriate information required by Section 6.208. A site plan that does not meet the stipulated requirements for either preliminary or final site plan approval shall be considered incomplete and shall not be eligible for consideration by the Planning Commission.

B. **Technical review.** Prior to Planning Commission consideration, the site plan and application shall be distributed to appropriate City officials and staff for review and comment. If deemed necessary the plans shall also be submitted to applicable outside agencies and designated City consultants for review and comment.

C. **Preliminary Site Plan Review.** The Planning Commission shall review the site plan, together with any reports and recommendations from staff, consultants and other reviewing agencies and any public comments. The Planning Commission shall then make a determination based on the requirements of this Ordinance and the standards of Section 6.205 (Standards for Approval). The Planning Commission is authorized to postpone, approve, approve subject to conditions or deny the site plan as follows:

1. Postponement. Upon determination by the Planning Commission that a site plan is not sufficiently complete for approval or denial or upon a request by the applicant, the Planning Commission may postpone consideration until a later meeting.
2. Denial. Upon determination that a site plan does not comply with the standards and regulations set forth in this Ordinance, or would require extensive revisions to comply with said standards and regulations, the site plan shall be denied. If a site plan is denied, a written record shall be provided to the applicant listing the reasons for such denial.
3. Approval. Upon determination that a site plan is in compliance with the requirements of this Ordinance and other applicable ordinances and laws, the site plan shall be approved.
4. Approval subject to conditions. The Planning Commission may approve a site plan, subject to one or more conditions necessary to address minor modifications to the site plan, ensure that public services and facilities can accommodate the proposed use, protect significant natural features, ensure compatibility with adjacent land uses, or otherwise meet the intent and purpose of this Ordinance. Such conditions may include the need to obtain variances or approvals from other agencies.

D. **Final Site Plan Review.** The planning administrator shall review the final site plan, including items of information required by Section 6.208 for a final site plan and any requested reports and recommendations from City staff, consultants, and other reviewing agencies. The planning administrator shall then make a determination based on the requirements of this Ordinance, the standards of Section 6.205 (Standards for Approval), and the following considerations:

1. The proposed final site plan is consistent with the approved preliminary site plan in terms of building location and architecture, amount and quality of landscaping, and site details including but not limited to lighting, parking, signs and circulation layout.
2. All conditions imposed during preliminary plan approval are met.
3. The engineering requirements applicable at final site plan approval are met.

E. **Single-step sketch or site plan approval.** Nothing in this ordinance shall prohibit the Planning Commission from granting sketch plan or final site plan approval without first granting a preliminary site plan approval if the plans are in compliance with the requirements of this Ordinance for a sketch plan or final site plan.

F. **Outside agency permits or approvals.** The applicant shall be responsible for obtaining all necessary permits or approvals from applicable outside state and county agencies. All federal, state and local laws and ordinances shall be met and no unresolved negative comments issued by any governmental agency or public utility shall exist prior to the issuance of a certificate of occupancy.

G. **Records Copy of Approved Plans.** Two copies of the approved final plan/design, including any required modifications or alterations, shall be maintained as part of the city records for future review and/or enforcement. Each copy shall be signed and dated by the chairman of the Planning Commission for identification of the finally-approved plans, as well as signed and dated by the applicant. If any variances from the zoning ordinance have been obtained from the Zoning Board of Appeals, the minutes concerning the variances duly signed shall also be filed with the city records as a part of the plan/design and delivered to the applicant for his information and direction. The plan/design shall become part of the record of approval, and subsequent actions relating to the activity authorized shall be consistent with the approved site plan, unless a change conforming to this section receives the mutual agreement of the land owner and the Planning Commission.

H. **Appeal.** The decision of the Planning Commission may be appealed to the City Council by the applicant. A request for appeal must be made in writing to the planning administrator within ten days from final action taken on the site plan review and appearance standards approval.

**6.205 Standards for Approval.**

In reviewing an application for any type of sketch or site plan, the reviewing authority for the type of review required shall be governed by the following general standards:

A. **Circulation.** There is a proper relationship between the existing streets and highways within the vicinity and proposed acceleration and/or deceleration lanes, service drives, entrance and exit driveways, and parking areas to ensure the safety and convenience of pedestrian and vehicular traffic. The Planning Commission may request, at their discretion, that a traffic study be conducted by an independent source and paid for by the developer, and the results submitted to the Planning Commission prior to final site approval.

B. **Buildings.** The buildings and structures proposed to be located upon the premises are so situated as to minimize adverse effects upon owners and occupants of adjacent properties.

C. **Natural Features.** As many natural features of the landscape shall be retained as possible where they furnish a barrier screen, or buffer between the project and adjoining properties used for dissimilar purposes and where they assist in preserving the general appearance of the neighborhood.

D. **Site Layout and Screening.** Any adverse effects of the proposed development and activities emanating therefrom that affect adjoining residents or owners shall be minimized by appropriate screening, fencing, landscaping, setback, and location of buildings, structures, and entryways.

E. **Applications Requiring Site Plan Approval** must comply with all current provisions and standards of the zoning ordinance and the subdivision control ordinance, as applicable.

**F. Applications Requiring Sketch Plan Approval.**

1. Proposed improvements that are part of a sketch plan application shall comply with all ordinance requirements.
2. Existing improvements or features of the site that do not comply with current ordinance standards shall be brought into compliance as nearly as is reasonably possible. The requirement to bring existing improvements into compliance on a site requiring sketch plan approval shall be proportionate and commensurate with the scale of the proposed improvement requiring sketch plan approval. The reviewing authority shall determine what constitutes proportionate and commensurate improvements based on existing conditions on the site and the cost of proposed improvements.

G. **Approval Contingent Upon Variance(s).** The Planning Commission may conditionally approve a site plan subject to the granting of any appropriate variance(s) with the understanding that without the variance(s), the site plan is disapproved.

If the Planning Commission approves a site plan contingent upon approval of one or more variances from specific requirements of this Ordinance, the applicant shall initiate such a request to the Zoning Board of Appeals within 60 days of site plan approval. Zoning Board of Appeals consideration shall be limited to the specific variances identified as conditions of site plan approval by the Planning Commission. This shall not preclude the applicant from seeking a variance or variances from the Zoning Board of Appeals prior to obtaining site plan approval.

**6.206 Conformance with Approved Site Plan/Design Appearance.**

A. **Suspension by planning administrator.** Property which is the subject of site plan approval must be developed in strict compliance with the approved site plan, inclusive of any amendments, which has received the approval of the Planning Commission. If construction and development does not conform with the approved plan or design appearance, the approval of the site plan or design appearance shall be suspended by the planning administrator by written notice of the revocation being posted upon the premises involved and mailed to the last known address of the owner.

Upon suspension of this approval, all construction activities shall cease upon the site until the time the violation has been corrected or the Planning Commission has approved a modification in the site plan or design appearance in accordance with Section 6.207.C.

**B. Rescinding Site Plan Approval.** Approval of a site plan may be rescinded by the Planning Commission upon determination that the site has not been improved, constructed or maintained in compliance with approved permits, site plans, or conditions of site plan or special exception approval. Such action shall be subject to the following:

1. Public hearing. Such action may be taken only after a public hearing has been held in accordance with the procedures set forth in Article 6, Chapter 9 of this Ordinance (Public Hearing Procedures), at which time the owner of an interest in land for which site plan approval was sought, or the owner's designated agent, shall be given an opportunity to present evidence in opposition to rescission.
2. Determination. Subsequent to the hearing, the decision of the Commission with regard to the rescission shall be made and written notification provided to the property owner or his or her designated agent.

**6.207 General Provisions.**

**A. Expiration of site plans.**

1. Preliminary site plans shall expire one year after the date of preliminary approval, unless the final site plan for the project has been submitted to the planning department for review prior to the expiration date.
2. Final site plans.
  - a. Final site plans shall expire one year after the date of final approval, unless building permits have been issued or construction has commenced. The date of final approval is established by the most recent date stamp on the final plans.
  - b. If building permits have been issued or construction has commenced, final site plan approval shall continue for a period of five (5) years from the date thereof. If such construction lapses for more than 180 continuous days, said approval shall immediately expire.
3. Extensions. Upon written request received by the City prior to the expiration date, the Planning Commission may grant up to 2 one-year extensions to any site plan application. The extensions may be granted for either preliminary or final approvals, provided that the approved site plan conforms to current Zoning Ordinance standards.

**B. Resubmission.** A site plan that has been denied shall not be resubmitted for a period of 180 days from the date of denial, except on grounds of new evidence or proof of changed conditions found by the Planning Commission to be valid.

**C. Revisions to Approved Site Plans.** Minor revisions to an approved site plan may be administratively reviewed by the zoning administrator, provided that such changes do not materially alter the approved site design, intensity of use or demand for public services. Revisions to an approved site plan that are not considered by the planning administrator to be minor shall be reviewed by the Planning Commission as an amended site plan, following the procedures of Section 6.204 and the criteria of Section 6.205.

**D. Performance Guarantee.** The reviewing authority and the planning administrator shall have the right and authority to require the developer to file a performance agreement in a form provided by the City at the time of application for a building permit to ensure the development of the site in accordance with the approved site plan/design appearance, conditioned upon the proper construction and development. This agreement shall continue for the duration of the construction and development of the site. If required, the performance guarantee shall comply with the following requirements:

1. The applicant shall submit a signed and sealed estimate of the required site work by a licensed engineer, surveyor, architect or contractor. The performance guarantee shall be in an amount sufficient to complete the required site work based on the estimated cost of site improvements.



2. The performance guarantee, subject to acceptance to the City, shall be in the form of cash, certified check, surety bond or irrevocable bank letter of credit. The performance guarantee shall be released upon completion of site work in accordance with the approved site plan, failing which the amount will be forfeit.

#### 6.208 Required Information.

The information listed in Table 17 is required for all site plan applications, except where the planning administrator or the Planning Commission determines that certain information is not necessary or applicable to the particular site plan application.

Table 17. Required Information

Key:	SP: Site Plan	Sk: Sketch Plan	AR: Administrative Review Plan
DEVELOPMENT ACTIVITY			
SP			
Sk			
AR			
DESCRIPTIVE INFORMATION			
Name, address, email (if available), telephone and facsimile numbers of the applicant (and property owner, if different from applicant) and firm or individual preparing the site plan, and the property location (address, lot number, tax identification number).	*	*	*
Total area of land in acres or square-feet.	*	*	*
Existing and proposed use(s) of the site	*	*	*
Zoning classification of the property and surrounding parcels (including parcels separated by a street right-of-way).	*	*	*
Legal description of the property.	*		
Architect's, engineer's, surveyor's, or landscape architect's seal.	*		
SITE PLAN DATA AND NOTES			
Site plans shall be drawn to an engineer's scale of not less than one inch equals fifty feet (1" = 50'). A general plan sheet drawn at scale of not less than one inch equals two hundred feet (1" = 200') shall be provided if the project covers more than one plan sheet at 1" = 50'.	*	*	
Title block, including the scale, north arrow, revision date, name of the City, and a location map drawn at one inch equals 2,000 feet (1" = 2,000') showing surrounding land, water features and streets within one (1) mile of the site boundaries.	*	*	
Size and dimensions of proposed buildings, including gross and usable floor area, number of stories, overall height and number of units in each building, if applicable.	*	*	*
Detailed parking (including accessible and van accessible parking), residential density and lot coverage calculations.	*	*	*
Construction type and use group of all buildings as defined by the Michigan Building Code. If two or more uses not in the same occupancy classification are proposed, indicate if the structure is being designed for separated or non-separated uses.	*	*	
CONSTRUCTION CONDITIONS			
Location of soil types and existing drainage courses, floodplains, lakes, streams, drains and wetlands, with surface drainage flow directions, including high points, low points and swales.	*		
Existing topography on site and 50 feet beyond the site boundaries at two-foot contour intervals.	*		
Slopes greater than 20% with a 10' or greater elevation change.	*	*	
Buildings located on adjacent properties within 100 feet of any property line.	*	*	*
Dimensions of all lots and property lines, showing the relationship of the site to abutting properties. If the site is part of a larger parcel, the plan should indicate the boundaries of total land holding.	*	*	*
Existing tree survey including the location of all trees 6" or greater diameter at breast height. The tree survey shall include a key showing the tag number, size, species, and condition of all trees located on the site.	*	*	*

Key:	SP: Site Plan	Sk: Sketch Plan	AR: Administrative Review Plan
DEVELOPMENT ACTIVITY			
Existing site features, including significant natural, historical, cultural and architectural features, buildings and structures, driveway openings, fences, walls, signs and other improvements. The site plan shall clearly note which features will be removed, altered or preserved and provide information regarding the method of preservation or alteration.	•	•	•
Existing and proposed right-of-way lines and the centerline of adjacent roads.	•	•	
Driveways, sidewalks, paths, public transit routes, streets and curb cuts on the applicant's parcel and all abutting parcels (including across street rights-of-way).	•	•	
Location, outside dimensions, setback distances and proposed uses of all site improvements.	•	•	•
Gross and usable building floor areas.	•	•	•
Existing and proposed easements and rights-of-way (locations and descriptions) for utilities, access and drainage.	•	•	
An exterior lighting plan with all existing and proposed lighting locations, heights from grade, specifications, lamp types and methods of shielding.	•	•	
A photometric grid overlaid on the site plan indicating light intensity throughout the site in foot-candles. All light intensities shown on the plan shall reflect overlapping illumination zones created by proposed fixtures.	•	•	
Specifications and details for each type of light fixture, including the total lumen output, type of lamp, and method of shielding.	•		
Waste receptacle locations and methods of screening.	•	•	
Transformer pad location and method of screening, if applicable.	•	•	
Outdoor sales, display or storage locations and method of screening, if applicable.	•	•	
Locations, sizes, heights, types and methods of illumination of all proposed signs.	•	•	
BUILDING and ARCHITECTURAL DETAILS			
General architectural drawings sufficient to convey the intended look and appearance of the building, and to indicate the type and color of building materials, detailing, and other architectural features.	•	•	•
Detailed building facade elevations, drawn to an appropriate scale and indicating type and color of building materials, roof design, projections, canopies, awnings, window openings, entrance features, doors, overhangs, other architectural features and any building-mounted mechanical equipment, such as air-conditioning and heating units.	•		
Building floor plans with all exits clearly delineated.	•		
Entrance details, including signs and details of signs.	•		
Carport locations and details, if applicable.	•		
ACCESS and CIRCULATION			
Names of abutting streets, and the width, depth, type and curbing for all streets, parking lots, sidewalks and other paved surfaces.	•		
Loading and unloading areas.	•		
Designation of fire lanes and signs stating "no parking" and "fire lane."	•	•	
Locations and dimensions of access points, including deceleration or passing lanes and distances between adjacent or opposing driveways and street intersections.	•		
Location and dimensions of existing and proposed interior sidewalks and sidewalks or paths within public rights-of-way.	•	•	
Parking space and maneuvering aisle dimensions (including accessible parking space and access aisle dimensions), pavement markings, traffic control signage, designation of fire lanes and location and dimension of loading areas.	•	•	

Key:	SP: Site Plan	Sk: Sketch Plan	AR: Administrative Review Plan
DEVELOPMENT ACTIVITY			
Proposed accessible routes from accessible parking spaces to accessible building entrances, with sufficient grade information along the route to verify compliance with the City's adopted building code.	•	•	
Accessible routes and ramp slopes by indicating point elevations at the perimeter of such areas.	•	•	
Details along the proposed accessible route(s), including accessible parking signs, curb ramps, ramps, and maneuvering clearances of accessible building entrances/doors, as applicable.	•	•	
LANDSCAPING and SCREENING			
Landscape plan, including location, size, quantity and type of proposed shrubs, trees, ground cover (including grass) and other live plant materials, and the location, size and type of any existing plant materials that will be preserved. All landscape plans shall be signed and sealed by a registered landscape architect.	•	•	
Planting list for proposed landscape materials with quantity, caliper-size and height of material, botanical and common names, and standards of installation.	•	•	
Location, dimensions, construction materials, cross-section and slope ratio for any required or proposed berms or greenbelts.	•		
Proposed fences and walls, including typical cross-section, materials and height above the ground on both sides.	•		
Complete irrigation system design.	•		
A basic annual landscape maintenance program.	•		
UTILITIES, DRAINAGE, and the ENVIRONMENT			
Grading plan, with existing and proposed topography at a minimum of two-foot (2') contour levels, drainage patterns and a general description of grades within 100 feet of the site to indicate stormwater runoff.	•	•	•
General location of sanitary sewers and building leads upon which no structures or earth berms shall be located.	•		
Detailed location of sanitary sewers and building leads	•		
Water mains, hydrants and building services and sizes.	•		
General stormwater runoff calculations and approximate size and location of retention basins	•		
Detailed storm sewers, site grading, drainage, detention basins, and/or other pertinent facilities <i>as required by Section 118-III Stormwater Control of this Ordinance.</i>	•		
ADDITIONAL REQUIRED INFORMATION			
Propane tank locations and methods of screening, any overhead utilities, or any outside storage of materials, chemicals, gases, liquids, etc., if applicable.	•	•	
Other information as requested by the building official, planning administrator, Planning Commission, or city consultants to verify that the site and project are developed or improved in accordance with this Ordinance and the City's Master Plan. Such information may include traffic impact studies, market analyses and evaluations of the demand on public facilities and services.	•	•	
A reviewing authority may also require that information be submitted even if this table indicates that the particular information is not required.			

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### 7.301 General Definitions.

*Disturb Area means an area where soils are exposed or disturbed by development, both existing and proposed. The Disturbance Area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering. Agricultural and pasture land are not considered part of the Disturbance Area.*

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For utility lines, trenches, or other similar linear work, the Disturbance Area includes staging and storage areas, the linear feature, and the areas on each side of the linear feature impacted by the construction. Where necessary for safety in deep trenches, the Disturbance Area may be made wide enough to allow for bending and shoring of the trench.

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**#7**

# **ORDINANCE**

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



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

TO: Planning Commission

FROM: Mark Yandrick, Planning Manager

DATE: May 10, 2023

RE: Staff Report: Zoning Amendments, Code Enforcement and Group Homes

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**Executive Summary:**

City Staff propose three (3) Zoning Map Amendments to modify and clean up the language within the regulations within the City's zoning code. These proposals strengthen the language of the existing code and do not propose a modifications from the City's Master Plan. These amendments include amendments to the following sections of the code:

1. Amend Section 4.206.(A)(3) to include limitation of animals per household and add permissible requirements to allow chickens and hens while prohibiting livestock.
2. Establish unlicensed residential facilities as a land use and the regulations for this use.
3. Amend Section 2.506 to increase the separation distance between State Licensed Residential Facilities, Unlicensed Residential Facilities or Boarding and/or Lodging House.
4. Amend Section 7.201 to clarify definitions.

Planning Commission recommended APPROVAL of these Zoning Map Amendments to City Council, 6-0, with three (3) conditions of approval.

**Overview:**

City Staff periodically propose 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 smaller changes are more immediate in nature rather than waiting for a comprehensive review and update, which is anticipated to occur after a Master Plan is adopted or amended.

**Proposal**

**Item 1: Code Enforcement and Household Animals (Section 4.206)**

Code Enforcement proceeds several cleanup ordinances amendments to City Council. This is the only items that are located in the Zoning Code.

In Planning's Recommendation, the amendments changes

- Specifically prohibit livestock in the City
- Establish rules and regulations to allow up to three (3) chickens.
- Limits to the three (3) household animals or pets

Based on their deliberations after public comments, Planning Commission made recommendations to City Council increase these limits to six (6) chickens and up to nine (9) household animals or pets, as identified in their recommendation at the conclusion of this report.

## **Item 2: Unlicensed Residential Facility**

Currently, there is a definition or establishment of an unlicensed residential facility. The City is concerned about the number and cluster of these uses in the City, as well as the poor living conditions in some of these facilities, as code enforcement has addressed in recent years.

This proposal establishes unlicensed residential land use. It also restricts the land use to the Multiple Family Dwelling Elevator Apartment (R-4) zoning district and requires a Special Exception permit.

The code establishes the unlicensed residential facilities would need to have an annual permit and building inspection to ensure compliance with all City ordinances.

Existing facilities may remain as they would become legal nonconforming but would be required to have an annual permit and building inspection to ensure compliance with all City ordinances.

## **Item 3: State Licensed Residential Facilities**

Due to an increased demand state licensed residential facilities in the City, staff proposes amending the minimum separation distance.

Currently, state licensed residential facilities must be located 500' apart. This proposal increases that to one-half (½) mile or 2,640'. State licenses residential facilities have an important role to individuals, families, and society as a whole. Many state licenses facilities do not negatively impact a neighborhood, but the City wants to avoid a cluster of them, which could have an impact. The City's desire is to ensure they are evenly distributed throughout the City. This disbursement prevents any negative impact to health, safety and well-being of neighborhoods around them. These amendments will prevent future clustering of state licensed residential facilities which will strengthen neighborhoods.

This amendment would not impact any existing properly licensed facilities. Those may continue to operate under the zoning code requirements when the facility was approved.

## **Item 4: Definitions (Section 7.201)**

Lastly, the City proposes the addition of definition of Dwelling Unit, which is not defined in the code. Additionally, several definition references to *household* are replaced by *family* for clarity. Lastly, some Michigan Code Language references have been updated to reflect current state codes.

***Dwelling Unit.*** A single unit of residence occupied by a family. Examples of dwelling units include: a single-family home; an apartment unit within an apartment building; and in other types of dwellings in which sleeping accommodations are provided but toileting or cooking facilities are shared by a family.

***Unlicensed Residential Facility.*** Any structure used for multi-family residential purposes which is used, operated, or financed in a manner similar to a State Licensed Residential Facility as defined below, but which is not licensed by the State of Michigan. Such unlicensed residential facilities, to the extent permitted by law, are permitted only in District R-4 by special exemption permit.

## **Summary:**

These amendments aim to improve regulations and clarity for the keeping of animals in the City and to provide more definition and clarity for group homes and residential facilities within the zoning code.

**Recommendation, Zoning Text Amendment:**

Planning Commission recommends APPROVAL, 6-0, of the ordinance for this Zoning Code Text Amendments with the following three (3) conditions.

Planning Commission's conditions have been incorporated into the redlined ordinance.

1. Increase the number of chickens permitted to six (6)
2. Increase the number of egg-laying hens to six (6)
3. A household would be permitted to have the following number of household animals or pets: No more than 3 per species with a limit of 9, with chickens being exempt from this requirement.

Note: The City's attorney removed the regulation about egg laying hens because it is duplicative regulations from the restriction on the number of chickens on a residential facility.

**Attachments:**

Resolution, First Reading

Proposed Ordinance, Redlined





**Resolution of the Pontiac City Council  
To Approve First Reading of Zoning Ordinance Text Amendment to  
Amend Chapter 2 (Site Plan Review) to Amend section 6.202(D),  
and Section 6.208 (Required Information) to Amend Table 17.**



**Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend  
Chapter 2 (Site Plan Review) to Amend section 6.202(D), and Section 6.208 (Required  
Information) to Amend Table 17.**

At a meeting of the City Council ("Council") of the City of Pontiac, County of Oakland,  
State of Michigan (the "City") at a meeting held on May 16, 2023, at 47450 Woodward Ave,  
Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT:

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ABSENT:

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The following preambles and resolution were offered by \_\_\_\_\_ and  
seconded by \_\_\_\_\_ :

**WHEREAS**, before the City of Pontiac City Council for consideration is an Ordinance to  
amend the City of Pontiac Zoning Ordinance to Amend to Amend Chapter 2 (Site Plan  
Review) to Amend section 6.202(D), and Section 6.208 (Required Information) to Amend  
Table 17.

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

**NOW THEREFORE, BE IT RESOLVED** by the Pontiac City Council that it hereby adopts the first reading of the amendments to the City of Pontiac's Zoning Ordinance as presented to the City Council on May 16, 2023.

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

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

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

Dated: May \_\_\_\_, 2023

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

Its: City Clerk

CITY OF PONTIAC

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ORDINANCE No. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE LIMITATION OF ANIMALS PER HOUSEHOLD AND ADD PERMISSIBLE REQUIREMENTS TO ALLOW CHICKENS AND HENS, MODIFY THE DISTANCE BETWEEN STATE LICENSED RESIDENTIAL FACILITIES, AND TO AMEND THE GENERAL DEFINITIONS AS FOLLOWS:

ARTICLE 2, CHAPTER 5, SECTION 2.502

ARTICLE 2, CHAPTER 5, SECTION 2.506

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ARTICLE 2, CHAPTER 5, SECTION 2.507

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ARTICLE 3, CHAPTER 2, SECTION 3.203

ARTICLE 4, CHAPTER 2, SECTION 4.206

ARTICLE 7, CHAPTER 2, SECTION 7.201

The City of Pontiac Ordains:

Amend Article 2, Chapter 5, Section 2.502 – Boarding or Lodging Houses

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Amend Article 2, Chapter 5, Section 2.506 – State Licensed Residential Facilities is amended to modify the distance between state licensed facilities;

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Add Article 2, Chapter 5, Section 2.507 – Unlicensed Residential Facilities

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Amend Article 3, Chapter 2, Section 3.203 – Uses Requiring Special Exception Permit;

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Amend Article 4, Chapter 2, Section 4.206 (A)(3) – Keeping of Household Animals or Pets Permitted to include poultry and prohibit livestock;

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Amend Article 7, Chapter 2, Section 7.201 – Residential Uses is amended to clarify definitions.

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**2.502 Boarding or Lodging House.**

**A. Location.** Such uses may only be located along an A or B street.

**A.B. Separation of Facilities.** New Boarding and/or Lodging Houses shall be located a minimum of one-half (1/2) mile from any other Boarding and/or Lodging House, State Licensed Residential Facility, or Unlicensed Residential Facility, as measured between the nearest points on the property lines of the lots in question. The Planning Commission may permit a smaller separation between such facilities upon determining that such action will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.



**B.C. Other Applicable Regulations.** Such uses shall comply with the requirements of Sections 26-1311 through 26-1343 of the Code of Ordinances.

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#### **2.506 State Licensed Residential Facility.**

State licensed residential facilities, as defined by this Ordinance and as licensed by the State of Michigan, shall comply with the following requirements.<sup>1</sup>

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A. **Licensing.** In accordance with applicable state laws, all Sstate Licensed Residential Facilities shall be registered with or licensed by the State of Michigan, and shall comply with applicable standards for such facilities.

B. **Compatibility with Neighborhood.** Any Sstate Licensed Residential Facility and the property included therewith shall be maintained in a manner consistent with the visible characteristics of the neighborhood in which it is located.

C. **Separation of Facilities ~~with 7 or More Residents.~~** New Sstate Licensed Residential Facilities ~~with 7 or more residents~~ shall be located a minimum of 500 feet one-half (1/2) mile from any other Sstate Licensed Residential Facility, Boarding and/or Lodging house, or Unlicensed Residential Facility with 7 or more residents, as measured between the nearest points on the property lines of the lots in question. The Planning Commission may permit a smaller separation between such facilities upon determining that such action will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.

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D. **Group Child Day Care Homes.** In addition to the preceding subsection, the following regulations shall apply to all group child day care homes (with more than 6 but fewer than 12 residents), as defined in this Ordinance.

1. Pick-Up and Drop-Off. Adequate areas shall be provided for employee and resident parking, and pick-up and drop-off of children or adults, in a manner that minimizes pedestrian-vehicle conflicts and allows maneuvers without affecting traffic flow on the public street.

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2. Hours of Operation. Group child day care homes shall not operate more than 16 hours per day.

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E. **Adult Foster Care Congregate Facilities and Adult Foster Care Large Group Homes** may only be located on sites that have at least 80 feet of frontage on an A or B street.

F. **Zoning Compliance Permit Required.** A change in use of property from any other use to a state licensed residential facility shall be considered a change of use for which a zoning compliance permit shall be required as provided in Section 6.701 of this ordinance. The building official shall inspect the premises where the proposed use is to be located, and shall issue a zoning compliance permit only if the premises meet the requirements of this ordinance and all other Codes and Ordinances of the city as applied to the proposed use.

Thereafter, such premises shall be inspected by the building official annually, and if any violations of this ordinance or any other Code or Ordinance of the city are found to exist that are not corrected within reasonable time after notice thereof to the licensee of the facility, the zoning compliance permit shall be terminated, and the building official shall report such violations to the state licensing agency for the facility, and may take any other enforcement measures permitted by law. A fee shall be charged for the inspections provided for herein, the amount of which shall be as set from time to time by resolution of the City Council.

#### **2.507 Unlicensed Residential Facility.**

Unlicensed Residential Facilities as defined by this Ordinance shall comply with the following requirements.

- A. **Compatibility with Neighborhood.** Any Unlicensed Residential Facility and the property included therewith shall be maintained in a manner consistent with the visible characteristics of the neighborhood in which it is located.
- B. **Separation of Facilities.** New Unlicensed Residential Facilities shall be located a minimum of one-half (1/2) mile from any other Unlicensed Residential Facility, State Licensed Residential Facility or Boarding and/or Lodging House, as measured between the nearest points on the property lines of the lots in question. The Planning Commission may permit a smaller separation between such facilities upon determining that such action will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.
- C. **Zoning Compliance Permit Required.** A change in use of property from any other use to a Unlicensed Residential Facility shall be considered a change of use for which a zoning compliance permit shall be required as provided in Section 6.701 of this ordinance. The building official shall inspect the premises where the proposed use is to be located and shall issue a zoning compliance permit only if the premises meet the requirements of this ordinance and all other Codes and Ordinances of the city as applied to the proposed use.

Thereafter, such premises shall be inspected by the building official annually, and if any violations of this ordinance or any other Code or Ordinance of the city are found to exist that

are not corrected within reasonable time after notice thereof to the licensee of the facility, the zoning compliance permit shall be terminated, and the building official shall report such violations to the state licensing agency for the facility, and may take any other enforcement measures permitted by law. A fee shall be charged for the inspections provided for herein, the amount of which shall be as set from time to time by resolution of the City Council.

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### **3.203 Uses Requiring Special Exception Permit.**

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In addition to all uses requiring a Special Exception Permit in R-3 multiple family dwelling district, Unlicensed Group Homes are permitted in District R-4 – Multiple Family Elevator Apartment District provided the applicant receives approval of a Special Exception Permit. All uses requiring a Special Exception Permit must satisfy the standards set forth in Section 6, Chapter 3 of the Pontiac Zoning Ordinance.

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### **4.206 Keeping of Household Animal or Pets.**

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**A. Keeping of Household Animals or Pets Permitted.** The keeping of the household animals or pets is allowed without a permit under the following circumstances in any zoning district, unless there are other sections in this ordinance which are in conflict, and the raising and keeping of such animals is not for the purpose of breeding or selling them as a source of income:

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1. Common household pets such as dogs, cats, etc., but not including fish or marine animals less than 20 pounds, as long as there are not more than three animals ~~total~~ of any ~~one one~~ species permanently boarded or kept. The keeping of more than three common household pets of any ~~one one~~ species is a kennel use. Refer to Table 2: Uses Permitted by District for kennel regulations. Common household pets must be kept in compliance with state regulations referred to in Pontiac Municipal Ordinance 18-3.

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2. ~~Livestock, as long as there are no more than three animals, and the parcel or lot shall be at least two acres in area.~~

Livestock is prohibited. Livestock includes, but is not limited to, cattle, sheep, new world camelids, old world camelids, llamas, goats, bison, privately owned cervids, ratites, swine, equids, aquaculture species, and rabbits. Common household pets and poultry are not considered livestock.

3. ~~Poultry, if there are no more than 4 if the lot is less than one acre in area and not more than 10 if the lot is at one or more acres in area. Roosters are prohibited. Chicken coops with a minimum area of 4 sq. ft. per bird and an enclosed pen with a minimum area of 10 sq. ft. per bird shall be provided in the rear yard.~~

~~i. No more than three chickens can be kept at any time.~~

~~ii.i.~~ Roosters or male chickens or any other type or class of fowl or poultry are prohibited.

~~iii.ii.~~ Only ~~three~~ six (6) egg laying hens are allowed at any one time.

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~~iv.iii.~~ Slaughtering of any chickens at the property is prohibited.

~~v.iv.~~ Chickens shall be maintained in a fully enclosed structure or a fenced enclosure at all times. Fully enclosed and fenced enclosures are subject to all fence provisions and restrictions contained in Section 2.304 (F) Accessory Structures, Article 2, Chapter 3, in the Pontiac Zoning Code of Ordinances. Enclosed structures shall be constructed of permanent materials and shall be properly maintained. Fenced enclosures may be wire mesh with openings no larger than ¼ inch.

~~vi.v.~~ No enclosed structure or fenced enclosure shall be located within any front yard, side yard, and must comply with Section 2.304 (F) Accessory Structures, Article 2, Chapter 3, in the Pontiac Zoning Code of Ordinances.

~~vii.vi.~~ All structures and enclosures for the keeping of chickens shall be constructed and maintained to prevent rats, mice, or other rodents or vermin from being harbored underneath or within the walls of the structure or enclosure.

~~viii.vii.~~ A zoning or building permit will be required.

- a. Initial Chicken Coop Inspection must be scheduled at least thirty days from date of permit issuance.
- b. After Initial Chicken Coop Inspection, a 90-day follow up will be performed for general code compliance.
- c. All Chicken Permits will expire December 31<sup>st</sup> of current year and a renewal permit will be required.

~~ix.viii.~~ All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers. Ground feeding is prohibited.



xix. Chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as it relates to egg-laying chickens, as amended, except as otherwise provided in this section. To view the Chicken Breed chart and Coop Samples, please click here. [\(Insert Chart Hyperlink\)](#)

4. Litters shall be exempt from these requirements until weaned.

#### 7.201 Residential Uses.

The following is a description of the uses listed in Section [2.203](#).

**A. Boarding or Lodging House.** A dwelling having one kitchen and used for the purpose of providing meals or lodging ~~a period of 2 or more weeks~~ for pay or compensation of any kind to more than two persons other than members of the family occupying the dwelling.

**A.B. Dwelling Unit.** A single unit of residence other than a Boarding or Lodging House as defined above which occupied by a family. Examples of dwelling units include: a single family home; an apartment unit within an apartment building; and in other types of dwellings in which sleeping accommodations are provided but toileting or cooking facilities are shared by a family.

**B.C. Mixed Use Building.** A building containing a mixture of residential and non-residential uses.

**D. Multiple Family Manor House (3-4 units).** A building containing 3 or 4 dwelling units that has a size, scale, and outward appearance consistent with that of a one family house.

**C.**

**D. Multiple Family Apartment Building (3+ units).** A building used exclusively for residential purposes containing five or more residential dwelling units. A multiple-family structure where units are available for lease or rent for periods of less than one month shall be considered a lodging use.

**E.**

**F. One Family Dwelling Unit.** A building designed exclusively for residential occupancy by not more than ~~household~~family.

**G. Unlicensed Residential Facility.** Any structure used for multi-family residential purposes which is used, operated, or financed in a manner similar to a State Licensed Residential Facility as defined below, but which is not licensed by the State of Michigan. Such unlicensed

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residential facilities, to the extent permitted by law, are permitted only in District R-4 by special exemption permit.

E.

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F.H. **State Licensed Residential Facility.** Any structure constructed for residential purposes that is licensed by the State of Michigan pursuant to Michigan Public Act 116 of 1973 (the Child Care Licensing Act) or Michigan Public Act 218 of 1979 (the Adult Foster Care Facility Licensing Act). This definition includes adult foster care facilities, foster family homes, foster family group homes, family day care homes, and group day care homes. Note that wherever the term "*private home*" is used in the state licensed residential facilities definitions, it shall mean a private residence in which the licensee or registrant permanently resides as a member of the household, which residency is not contingent upon caring for children or employment by a licensed or approved child placing agency.

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1. Foster care means the provision of supervision, personal care, or and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.

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2. Adult foster care facility means a residential structure that is licensed to provide foster care, but not continuous nursing care, for unrelated adults over the age of 17. Adult foster care facilities are subject to all applicable provisions, definitions, and regulations of Michigan Public Act 218 of 1979, as amended (MCL 400.701 et seq.).

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- a. The following types of adult foster care facilities are provided for by this Ordinance:
- b. *Adult foster care family home* means a private home with the approved capacity to receive not more than six adults to be provided with foster care. The adult foster care family home licensee shall be a member of the household and an occupant of the residence.
- c. *Adult foster care small group home* means an adult foster care facility with the approved capacity to receive not more than 12 adults to be provided with foster care. Facilities with the approved capacity for seven or more adults are subject to conditional use approval.
- d. *Adult foster care large group home* means an adult foster care facility with the approved capacity to receive at least 13 but not more than 20 adults to

be provided with foster care. Facilities are subject to conditional use approval.

e. Adult foster care facility does not include any of the following:

f. A licensed child caring institution, children's camp, foster family home, or foster family group home, subject to the limitations contained in section 3(4f) of Michigan Public Act 218 of 1979, as amended (MCL [400.703](#))

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g. A licensed foster family home that has a person who is 18 years of age or older placed in the foster family home under section 5(7) of Michigan Public Act 116 of 1973, as amended (MCL [722.115](#)).

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h. An establishment commonly described as an alcohol or a substance abuse rehabilitation center; a residential facility for persons released from or assigned to adult correctional institutions; a maternity home; or a hotel or rooming house that does not provide or offer to provide foster care.

i. A veterans' facility created by 1885 PA 152, MCL [36.1](#) to [36.12](#).

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3. Adult foster care congregate facility means an adult foster care facility with the approved capacity to receive more than 20 adults to be provided with foster care. Facilities are subject to conditional use approval.

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4. Family day care home means a private home in which one but fewer than seven minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Family day care home includes a home in which care is given to an unrelated minor child for more than four weeks during a calendar year.

5. Foster family home means a private home in which one but not more than four minor children, who are not related to an adult member of the household by blood or marriage, or who are not placed in the household under the Michigan adoption code, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

6. Foster family group home means a private home in which more than four but fewer than seven minor children, who are not related to an adult member of the household by blood or marriage, or who are not placed in the household under the Michigan

adoption code, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

7. Group child day care home means a private home in which more than 6 but not more than 12 minor children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. Group child day care home includes a home in which care is given to an unrelated minor child for more than 4 weeks during a calendar year.

Table 18. Summary of State Licensed Residential Facilities		
Type of State Licensed Residential Facility	Number of Persons	Private Home?
<b>Less Than 24-Hour Care</b>		
Family Day Care Home	1-6	Yes
Group Child Day Care Home	7-12	Yes
<b>24-Hour Care</b>		
<i>Persons under age 18</i>		
Foster Family Home	1-4	Yes
Foster Family Group Home	4-6	Yes
<i>Persons age 18 and Over</i>		
Adult Foster Care Family Home	1-6	Yes
Adult Foster Care Small Group Home	1-12	Yes
Adult Foster Care Large Group Home	13-20	No
Adult Foster Care Congregate Facility	20 or more	No
Nursing Home	2 or more	No

- G.L. Townhouse (3+ units). A building containing three or more dwelling units where each dwelling unit is divided by a party wall extending the full height of the building with no visible separation between walls or roof, and where dwelling units have a horizontal separation but not a vertical separation. Each townhouse dwelling is capable of individual use and maintenance without trespassing on adjoining dwellings and access, and utilities and service

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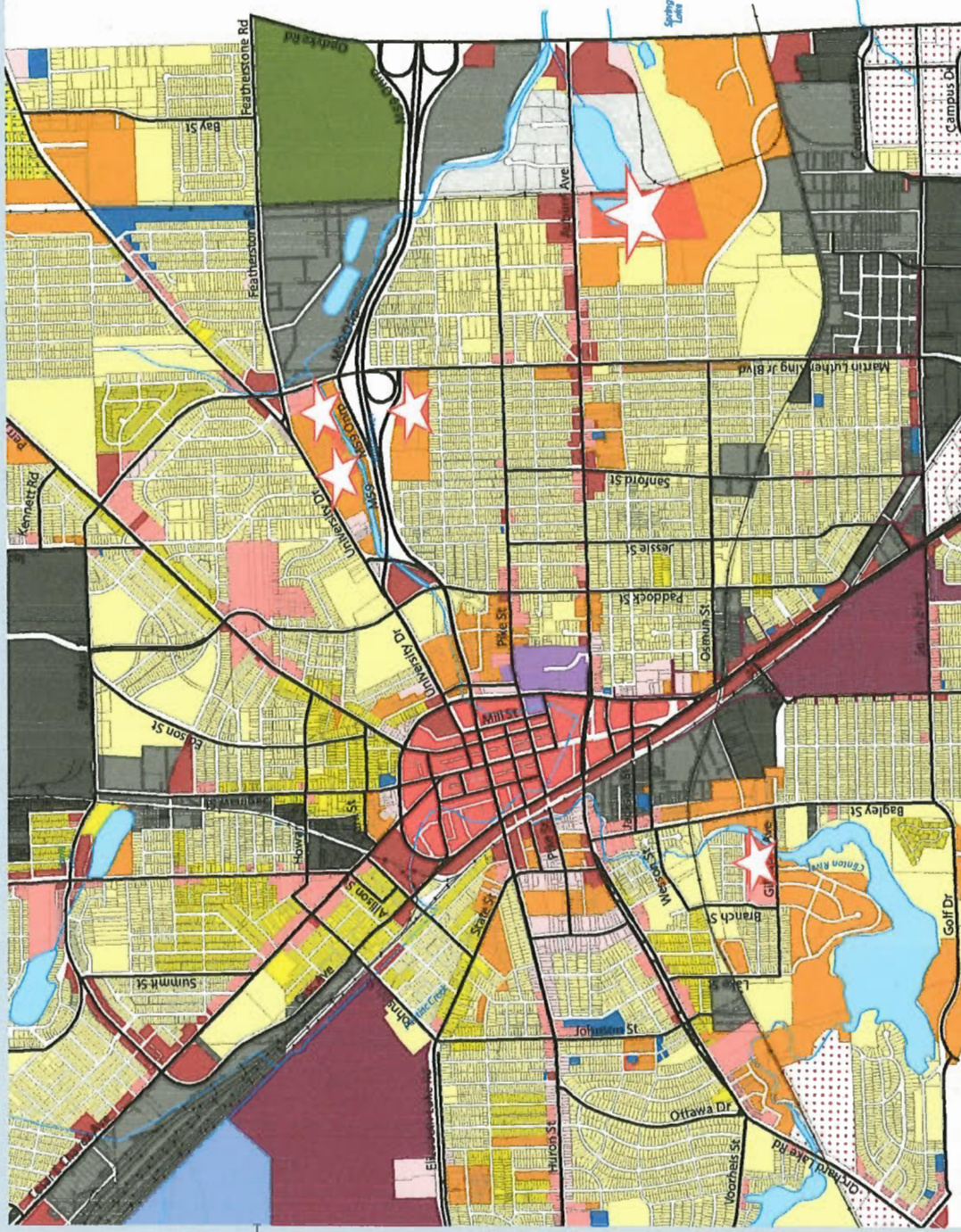
facilities are independent for each dwelling. Each dwelling unit has a first-floor entrance into the unit directly from the exterior of the building.

H.J. **Two Family Dwelling Unit.** A building designed exclusively for residential occupancy by two ~~households~~ families with the character of a single-family structure, and with separate kitchen, sleeping, and sanitary facilities for each ~~household~~ family.

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# Zoning Map

R-4 Zoned Properties



**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

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**TO:** Honorable City Council

**FROM:** Garland S. Doyle, M.P.A., MiPMC

**DATE:** May 12, 2023

**RE:** Council resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023. Establish GL account 101-255-705.002 Part-time wages; Transfer \$5,000 from GL account 101-255-728.000 Postage to 101-255-705.002 Part-time wages.

---

I am requesting a budget amendment for the Office of the City Clerk to hire part-time staff to assist the office during the Summer. The \$5,000 amendment will move unused funds that were allocated for postage to part-time wages. I have attached a resolution to publish the proposed budget amendment. The Charter requires that budget amendments be published in a newspaper at least one week prior to adoption.

cc: Mayor Greimel  
Deputy Mayor Stephens  
T. Sadowski, Finance





Council resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023. Establish GL account 101-255-705.002 Part-time wages; Transfer \$5,000 from GL account 101-255-728.000 Postage to 101-255-705.002 Part-time wages.

**WHEREAS**, the Pontiac City Council adopted a budget for Fiscal Year 2022-2023 on June 22, 2022; and,

**WHEREAS**, the City Clerk is requesting to amend the budget for Dept 255 Marihuana Regulations to Establish GL account 101-255-705.002 Part-time wages; Transfer \$5,000 from GL account 101-255-728.000 Postage to 101-255-705.002 Part-time wages.

**NOW THEREFORE**, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2022-23 Establish GL account 101-255-705.002 Part-time wages; Transfer \$5,000 from GL account 101-255-728.000 Postage to 101-255-705.002 Part-time wages.

**#11**

**RESOLUTION**



# PONTIAC CITY COUNCIL RESOLUTION

## Honoring the Life of Retired Pontiac Police Captain Michael Miles

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

**Whereas,** Mr. Michael Miles worked for the City of Pontiac from 1967 until 1992, serving with dedication and commitment through those decades and directly protecting the quality of life and wellbeing of Pontiac residents; and,

**Whereas,** Mr. Miles worked for the City of Pontiac Police Department for the entire duration of his employment with our City and rose to the rank of Captain before his well-deserved retirement after his long and productive career; and,

**Whereas,** Mr. Miles passed away on May 10, 2023 at the age of 77, which is a tremendous loss for both his family and our community; now, therefore be it

**Resolved,** the Pontiac City Council and Pontiac Mayor Tim Greimel hereby mourns the passing of retired Pontiac Police Captain Michael Miles; and further

**Resolved,** the City expresses our deepest gratitude for Mr. Miles' dedicated service to our City and to the citizens whose lives he protected; and further

**Resolved,** he will be remembered by this Council and the Pontiac community as a dedicated and hardworking person who made a positive difference in our City for many years; and further

**Resolved,** the City of Pontiac extends our deepest sympathies to his family, friends, neighbors, and colleagues.

*Pontiac City Council      •      Pontiac, Michigan      •      May 16, 2023*

**Mike McGuinness,** *Council President*

**Mikal Goodman,** *Councilmember*

**Brett Nicholson,** *Councilmember*

**Melanie Rutherford,** *Councilmember*

**William A. Carrington,** *President Pro Tem*

**Kathalee James,** *Councilmember*

**William Parker, Jr.,** *Councilmember*

**#12**

**RESOLUTION**





Finance

## CITY OF PONTIAC OFFICIAL MEMORANDUM

---

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

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Timothy Sadowski, Finance Director, Mayor Tim Greimel, Khalfani Stephens, Deputy Mayor

**DATE:** May 10, 2023

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023.**  
**Increase the budget appropriation in the following GL account:**  
**445-451-974.004 – Speed Humps and Signage - \$599,200**  
**Decrease the budget appropriation in the following GL account:**  
**445-451-974.055 To Be Determined Road – (\$504,000).**

The City Council appropriated \$504,000 in the current budget year (FY 2023) to install the Speed Humps and Signage on three local roads in all the Council Districts and at the Beaudette Park. But the actual contract amount for this project is \$599,200.

This budget amendment adds \$95,200 to cover the shortfall in the budget appropriation. This amendment will reduce the Capital Improvement Fund balance by \$95,200 as given below:

Increase budget appropriation in the following GL account:	
445-451-974.004 – Speed Humps and Signage	\$599,200
Decrease the budget appropriation in the following GL account:	
445-451-974.055 - To Be Determined Road	<u>(\$504,000)</u>
<b>Net Increase in the Appropriation</b>	<b><u>\$95,200</u></b>

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



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

**Increase the budget appropriation in the following GL account:**

**445-451-974.004 – Speed Humps and Signage - \$599,200**

**Decrease the budget appropriation in the following GL account:**

**445-451-974.055 To Be Determined Road – (\$504,000).**

---

WHEREAS, the City Council appropriated \$504,000 in the current budget year (FY 2023) to install the Speed Humps and Signage on three local roads in all the Council Districts and at the Beaudette Park.; and,

WHEREAS, the actual contract amount for this project is \$599,200; and,

WHEREAS, this budget amendment adds \$95,200 to cover the shortfall in the budget appropriation; and,

WHEREAS, this budget amendment will decrease the fund balance in the Fund 445 – Capital Improvement Fund by \$95,200;

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

Increase budget appropriation in the following GL account:

445-451-974.004 – Speed Humps and Signage	\$599,200
---	-----------

Decrease the budget appropriation in the following GL account:

445-451-974.055 - To Be Determined Road	<u>(\$504,000)</u>
---	--------------------

<b>Net Increase in the Appropriation</b>	<b><u>\$95,200</u></b>
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**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Alicia Martin, Purchasing Manager  
Allen H. Cooley, III

**DATE:** May 10, 2023

**RE:** The Purchasing Manager and the Department of Public Works Director request that City Council approve the Mayor or Mayor Designee to execute a contract with J. Ranck Electric, Inc. to provide install Speed Cushions (also referred to as humps) at designated locations throughout the City of Pontiac.

The solicitation for 2023 Speed Cushions was posted to BidNet and the City's Purchasing web page on April 6, 2023. A total of 9 firms requested the solicitation document, and one (1) firm submitted a bid. The deadline for bid submittal was May 4, 2023. The Purchasing Manager is requesting that the Council approves the awarding of the bid and execution of a contract with J. Ranck Electric, Inc. The not-to-exceed amount for the contract shall be **\$599,200** for the fiscal year ending June 30, 2023, as the City's budget will allow. The contract term will commence in May 2023 and shall expire 60 days after the work is complete.

WHEREAS, The Purchasing Manager has ensured that the purchase 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 J. Ranck Electric, Inc.;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with J. Ranck Electric, Inc.

AM





CONTRACT DOCUMENT  
FOR

CITY OF PONTIAC  
2023 SPEED CUSHION INSTALLATION PROJECT

## **CITY OF PONTIAC – DEPARTMENT OF FINANCE**

### **PURCHASING DIVISION**

**Contract Expiration Date: 60 calendar days from start date**

**Contract - NOT TO EXCEED AMOUNT - \$599,200 per fiscal year**

---

This Contract effective as of May \_\_\_\_, 2023 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan ("City"), and J. Ranck Electric, Inc., a Domestic Profit Corporation, whose address is 1993 Gover Parkway, Mount Pleasant, MI 48858 ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

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

**SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS**

**SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION**

**SECTION 3. SCOPE OF CONTRACTOR'S SERVICES**

**SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES**

**SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES**

**SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

**SECTION 7. GENERAL TERMS AND CONDITIONS**

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

**§1. CONTRACT DOCUMENTS AND DEFINITIONS**

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

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

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

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

## §2. CONTRACT EFFECTIVE DATE AND TERMINATION

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

## 3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1 Services. The Contractor shall provide and Install Speed Cushions designated locations throughout the City of 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, Department of Public Works (DPW) Director, and Purchasing Manager, who the Mayor may assign as a designee, shall have permission to contact Contractor to request Services.
- The Contractor will forward all questions, as they arise, to the Department of Public Works (DPW) Director 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.

#### **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 invoice on a monthly basis, for services completed, no later than the 5<sup>th</sup> of each month, until the Scope of Services are complete. Contractor must email all invoices to [accountspayable@pontiac.mi.us](mailto:accountspayable@pontiac.mi.us) for processing. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed and final clean-up has been performed. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

**4.2.** Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

- 4.3. The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that is the obligations of Contractor under this Contract. This includes withholding payment in the amount of any City provided equipment, or supplies (if applicable) that are not returned by Contractor upon completion of the services provided under this Contract.
- 4.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 4.5. Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A), or the Scope of Work that will be later defined.
- 4.6. Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract.

## 5. CONTRACTOR'S ASSURANCES, WARRANTIES AND DEFAULT

- 5.1. The Contractor certifies that all statements, assurances, records, and materials submitted to City in connection with securing this Contract have been truthful, complete and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future City contracts. The City's right to cancel this Contract as provided herein shall be in addition to any other rights the City has to terminate or cancel this Contract.
- 5.2. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.3. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.4. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.
- 5.5. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or be required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

**5.6. Contractor's Incidental Expenses.** Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

**5.7. Tax Compliance.** Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](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 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**

**5.9.5** 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 17-18** 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: Adam Ranck  
President  
J. Ranck Electric Inc.  
1993 Gover Parkway  
Mount Pleasant, MI 48858  
P: (989) 775-7393  
E: aranck@jranck.com

For the City: Allen Cooley III  
DPW Department Director  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342  
P: (248) 758-3034  
E: acooley@pontiac.mi.us

- 7.23. Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.

- 7.24. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.
- 7.25. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 7.26. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
  - As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.
- 7.27. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR THE CONTRACTOR:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

FOR THE CITY OF PONTIAC:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Allen Cooley III  
DPW Department Director

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Timothy Sadowski,  
Finance Director

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Tim Greimel,  
Mayor

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Chad L. Findley, P.E., P.S.,  
Managing Partner

CONTRACTOR: J. Ranck Electric, Inc.

EMAIL: ajranck@jranck.com

## FORM OF PROPOSAL

Date: 5/2/2023

To the Honorable Mayor / City Council  
City of Pontiac, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the **2023 Speed Cushion Installation Project** in full accordance with and conformity to the specifications for this work now on file in the office of the City Engineer at and for the following named prices, to wit:

Contractor acknowledges receipt of the following Addendum(s):

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

<u>Item</u> No.	Item Description	Quantity	Unit	Unit Cost	Amount
1	Mobilization, Max. 10%	1	LSUM	74,500.00	74,500.00
2	Speed Cushion	106	EA	4,400.00	466,400.00
3	Speed Cushion Warning Signage	212	EA	275.00	58,300.00

Total: 599,200.00

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Pontiac, its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions or deductions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions or deductions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said City and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said City; and to furnish to the said City of Pontiac a Maintenance Bond.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of:

Thirty thousand

Dollars (\$ 30,000 )

as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said City may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said City as liquidated damages and not as a penalty; but, otherwise



The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

\* please see attached "Fleet Capabilities"

List of Intended Rental Equipment

N/A

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

2/2017 — 12/2018 ODOT Dynamic Truck Parking signs, sensors, and cameras (Jackie Nicol, PE 937-538-6329)

6/2016— 5/2017 MDOT North Region Environmental Sensor Station with Active Warning and Bridge Deck Warning signs

5/2021— 4/2023 MDOT Variable Speed Advisory System and Dynamic Message Signs, Berrien County

The undersigned refers the said City to the following named parties for information concerning his experience, skill and business standing:

NAME, ADDRESS AND PHONE NUMBER:

Consumer's Energy, David Tomczak, PE (810) 730-8453

Mead & Hunt, Jared Kowalewshy, PE (517) 321-8334

DTE Energy, Anthony Morabito, PE (313)235-1734

Dated and signed at Mt. Pleasant, MI on 5/2/2023  
(City) (Date)

Name of Bidder: J. Ranck Electric, Inc.

Address of Bidder: 1993 Gover Parkway Mt. Pleasant, MI 48858

By:  Adam Ranck

Title: President

Telephone#: (989) 775-7393 Fax#: (989)775-8830

Federal Tax I.D. Number (38-2677797)

## CERTIFICATIONS

### IF A CORPORATION

I, Angela Wood, certify that I am the Vice President of the corporation named as Contractor herein; that Adam Ranck, who signed this Agreement on behalf of the Contractor, was then President of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corporate Seal

Angela Wood  
Signature

### IF A PARTNERSHIP

I, N/A, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

N/A

N/A

N/A

N/A

Signature

### IF A SOLE PROPRIETORSHIP

I, N/A, certify that I am the sole owner and proprietor.

N/A  
Signature

**BID BOND**

**Travelers Casualty and Surety Company of America**  
**Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, J. Ranck Electric, Inc.,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto City of Pontiac, as  
Obligee, in the sum of Five Percent of the Bid  
Dollars ( 5% of bid ) for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a  
contract for 2023 Speed Cushion Installation Solicitation # 23-203-002  
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal's bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed  
the penal sum of this bond.

Signed this 2nd day of May, 2023.

J. Ranck Electric, Inc.

(Principal)

By: [Signature]

Travelers Casualty and Surety Company of America

By: [Signature]

Ty Down

, Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ty Down of BAY CITY, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

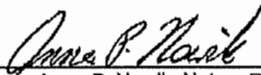
By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

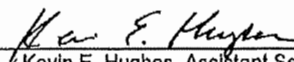
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of May, 2023.



  
Kevin E. Hughes, Assistant Secretary

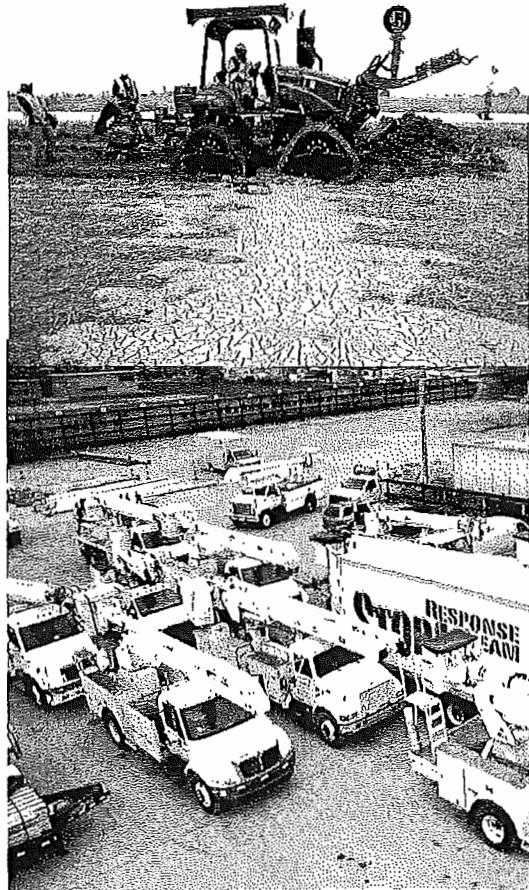
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# FLEET CAPABILITIES



J. Ranck Electric's goal is to maintain a diverse pool of resources for employees and operators to pull from depending on the unique aspects of the job at hand. To say we are a "turnkey" contractor is an understatement. JRE handles the majority of work in-house and our fully staffed fleet eliminates the need to involve subcontractors. Because of the diverse knowledge of our operators, our fleet capabilities far exceed just putting holes in the ground and running conduit. Crews are prepared to assist in new construction projects, repairs, maintenance and exploratory excavation.

Our group of stationed mechanics and mobile mechanics ensure our fleet is prepared and in top shape whenever and wherever needed. Our routine annual maintenance program and mobile maintenance services ensures that our fleet is compliant with all state and federal regulations.



## EQUIPMENT

Trencher/Plows/Boring (5)  
Arrow Boards (21)  
Backhoes (5)  
Bulldozers (1)  
Forklifts (13)  
Tractors (6)  
Excavators (31)  
Generators (4)  
Gator & ORV (5)  
Scissor Lifts (6)  
Skidders (4)  
Trailers (153)  
Cement Products (1)  
Compressors (8)  
Hydroseeders (1)  
Compactors (3)  
Water Pump Products (1)  
Pay Loaders (2)  
Post/Pile Drivers (5)

## CARS AND TRUCKS

Light Duty Cars/Trucks (64)  
DOT Trucks/One Ton (44)  
Bucket Trucks (31)  
Digger Trucks (9)  
Dump and Vac Trucks (14)  
Stinger/Knuckle Booms (2)  
Stake Trucks (4)  
Mechanic Trucks (2)  
Van/Box Trucks (6)  
TMA Trucks (4)  
Semi Trucks (3)

JRE has made  
a total fleet  
investment of  
\$11.9 Million



**INTENTIONALLY LEFT BLANK**

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\* please see attached Bid Bond \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto the City of Pontiac, Michigan, as OWNER in the  
penal sum of:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_)

for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has  
submitted to the City of Pontiac, Michigan, a certain BID, attached hereto and hereby  
made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Contract attached hereto (properly completed in  
accordance with said BID) and shall furnish a BOND for his faithful performance  
of said contract, and for the payment of all persons performing labor or furnishing  
materials in connection therewith, and shall in all respects perform the agreement  
created by the acceptance of said BID, then this obligation shall be void,  
otherwise the same shall remain in force and effect; it being expressly understood  
and agreed that the liability of the Surety for any and all claims hereunder shall, in  
no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S)  
Principal

\_\_\_\_\_(L.S.)  
Surety

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 540 as amended) and be authorized to transact business in the State of Michigan.

**#14**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Finance

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

**FROM:** Sekar Bawa, Senior Accountant

**CC:** Timothy Sadowski, Finance Director, Mayor Tim Greimel, Khalfani Stephens, Deputy Mayor

**DATE:** May 11, 2023

**RE:** **Council Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2022-2023.**  
**Increase the budget appropriation in the following GL accounts:**  
**101-966-999.445 – Transfer Out to Fund 445 - \$340,739**  
**445-751-971.001 – Land Acquisition of Real Property - \$340,739**  
**Increase the estimated revenue in the following GL account:**  
**445-966-699.101 – Transfer in From Fund 101 – \$340,739**  
**Decrease the Fund Balance Committed in the following GL account:**  
**101-000-393.001- Fund Balance Committed – (\$340,739)**

The City Council committed \$3,200,000 from the General Fund balance in the fiscal year 2018 to acquire of a building for the Youth and Recreation program and the funds remains committed through the current fiscal year 2023.

The City Council approved the purchase of a building at 191 N Glenwood (former McCarron School) for the purpose of building a Youth and Recreation facility.

The city purchased the 191 N. Glenwood Avenue property on May 3, 2023, at a cost of \$340,739.

This budget amendment moves the funds from the Fund Balance Committed to the appropriate GL line items to record the revenue and expenditures as given below:

Increase budget appropriation in the following GL account:	
101-966-999.445 – Transfer Out to Fund 445	\$340,739
445-751-971.001 – Land Acquisition of Real Property	\$340,739
Increase the estimated revenue in the following GL account:	
445-966-699.101 – Transfer in From Fund 101	\$340,739
Decrease the Fund Balance Committed in the following GL account:	
101-000-393.001- Fund Balance Committed	(\$340,739)



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

**Increase the budget appropriation in the following GL accounts:**

101-966-999.445 – Transfer Out to Fund 445 - \$340,739

445-751-971.001 – Land Acquisition of Real Property - \$340,739

**Increase the estimated revenue in the following GL account:**

445-966-699.101 – Transfer in From Fund 101 – \$340,739

**Decrease the Fund Balance Committed in the following GL account:**

101-000-393.001- Fund Balance Committed – (\$340,739)

---

WHEREAS, the City Council committed \$3,200,000 from the General Fund balance in the fiscal year 2018 to acquire of a building for the Youth and Recreation program and the funds remains committed through the current fiscal year 2023.; and,

WHEREAS, the City Council approved the purchase of a building at 191 N Glenwood (former McCarron School) for the purpose of building a Youth and Recreation facility; and,

WHEREAS, the city purchased the 191 N. Glenwood Avenue property on May 3, 2023, at a cost of \$340,739; and,

WHEREAS, this budget amendment will decrease the fund balance in the Fund 101 – General Fund balance by \$340,4739;

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

Increase budget appropriation in the following GL account:

101-966-999.445 – Transfer Out to Fund 445 \$340,739

445-751-971.001 – Land Acquisition of Real Property \$340,739

Increase the estimated revenue in the following GL account:

445-966-699.101 – Transfer in From Fund 101 \$340,739

Decrease the Fund Balance Committed in the following GL account:

101-000-393.001- Fund Balance Committed (\$340,739)

**#15**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

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

**FROM:** Alexandra Borngesser, Director of Grants & Philanthropy

**DATE:** May 16<sup>th</sup>, 2023

**RE:** **Council resolution to authorize the City Clerk to publish the proposed budget amendment to recognize the budgeted revenues in the amount of \$60,000 to account 285-000-532.000-AMPLIF Federal Grants Other, and appropriations in the amount of \$60,000 285-699-818.085-AMPLIF Professional Serv-Amplifund**

---

On April 18<sup>th</sup>, the Pontiac City Council authorized the execution of the agreement between the City of Pontiac and Amplifund for a not-to-exceed amount of \$138,000 for a three-year period, beginning with May 2022. The following budget amendment reflect the costs incurred for the current fiscal year. Costs for future years will be included in the FY 2023-24 and FY2024-25 budgets under the Grants and Philanthropy department budgets.



**Council resolution to authorize the City Clerk to publish the proposed budget amendment to recognize the budgeted revenues in the amount of \$60,000 to account 285-000-532.000-AMPLIF Federal Grants Other, and appropriations in the amount of \$60,000 285-699-818.085-AMPLIF Professional Serv-Amplifund**

**WHEREAS**, on April 18th, the Pontiac City Council authorized the execution of the agreement between the City of Pontiac and Amplifund for a not-to-exceed amount of \$138,000 for a three-year period, beginning May 2022; and,

**WHEREAS**, the State and Local Fiscal Recovery Fund – American Rescue Plan Act defines permissibility of use of funds in the Department of the Treasury Final Rule. The Final Rule clearly defines program evaluation, evidence resources, technology infrastructure, and capacity building resources as enumerated expenses related to investments in data collection and technology; and,

**WHEREAS**, this activity will recognize the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$60,000, and increase the appropriations in the amount of \$60,000.

**NOW THEREFORE**, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2022-23 Budget as requested by the Administration to recognize the budgeted revenues in the amount of \$60,000 to account 285-000-532.000-AMPLIF Federal Grants Other, and appropriations in the amount of \$60,000 285-699-818.085-AMPLIF Professional Serv-Amplifund.



**#16**

**RESOLUTION**

# **CITY OF PONTIAC**

## **OFFICIAL MEMORANDUM**

---

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

**FROM:** Alexandra Borngesser, Grants

**DATE:** May 16<sup>th</sup>, 2023

**RE:** **Council Resolution to Approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant in the Amount of \$500,000**

---

The City of Pontiac has been awarded \$500,000 from the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant program in support of Crystal Lake Park. The following resolution allows for the execution of the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac.

The City of Pontiac requested this funding to reclaim and revitalize Crystal Lake Park so that its abundant environmental, recreational, and historic resources may be enjoyed and utilized by residents. Crystal Lake Park is located on 43 acres along the north side of Crystal Lake in the southwestern portion of the City. The awarded funding will provide resources for cleanup of the park and the repair and restoration of the amenities.

Crystal Lake Park has the potential to enhance the lives of residents in their pursuit of recreation and leisure activities and will provide supplemental space for use by youth and senior programs. Due to vandalism and the deteriorating condition of many of the park's amenities, this park has been closed. The recreational facilities at the park once included basketball courts, restroom facilities, swing set, and fishing dock. Due to lack of resources, the most recent park improvements include demolishing and removing many park amenities that were in poor condition and barricading the entryway.

Although the park has been closed, the park's advantageous setting along the lake provides an opportunity for revitalization at the site for recreation and green space. Park upgrades will include creating a site plan with waterfront actives and canoe/kayak launch, restoring the boat launch and lake access site, re-establishing public access at the park, new benches and picnic tables, a new picnic shelter, a walking path along the water's edge, and natural vegetative buffers.



**Council Resolution to Approve the Agreement for Local Fiscal Recovery Fund Distribution  
Between Oakland County and The City of Pontiac for the Oakland County Healthy  
Communities Park and Outdoor Recreation Investment Plan Grant in the Amount of  
\$500,000**

**WHEREAS**, has been awarded \$500,000 from the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant program in support of Crystal Lake Park; and,

**WHEREAS**, The City of Pontiac requested this funding to reclaim and revitalize Crystal Lake Park so that its abundant environmental, recreational, and historic resources may be enjoyed and utilized by residents; and,

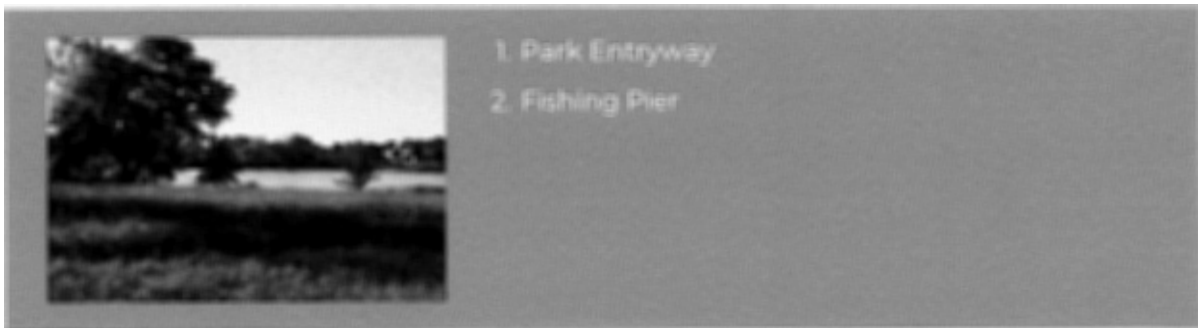
**WHEREAS**, Crystal Lake Park has the potential to enhance the lives of residents in their pursuit of recreation and leisure activities and will provide supplemental space for use by youth and senior programs; and,

**WHEREAS**, Oakland County requires an Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac to be executed before they can disburse the aforementioned funds.

**WHEREAS**, the term of the Agreement ends December 31<sup>st</sup>, 2026.

**NOW THEREFORE**, be it resolved that the Pontiac City Council authorizes Mayor Tim Greimel to execute the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Oakland County Healthy Communities Park and Outdoor Recreation Investment Plan Grant in the Amount of \$500,000.

# CRYSTAL LAKE PARK



## Exhibit B

### AMERICAN RESCUE PLAN ACT (ARPA) ASSURANCES/REQUIREMENTS

The Parties agree:

1. **Grant Funding.** Subject to the terms and conditions of this Agreement, and in reliance upon the Grantee's affirmations set forth below, the County agrees to make, and the Grantee agrees to accept, the Grant Amount.
  - a. GRANTEE UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER):
  - b. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - c. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - d. FEDERAL AWARD DATE: May 28, 2021
  - e. THE GRANT AMOUNT IS NOT FOR RESEARCH & DEVELOPMENT (R&D): The Grant Amount cannot be used for research and development related expenditures.
  - f. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect Costs are not eligible for this Agreement.
  - g. DEFINED USE OF THE GRANT AMOUNT: The Grant Amount must be expended in accordance with the guidelines for ARPA funds
2. **Grantee Affirmations:**
  - a. Grantee affirms that any and all representations made to County in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Grantee shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Agreement.
  - b. Grantee will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
  - c. Grantee shall not use the Grant Amount for expenses for which the Grantee has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of the Grant Amount shall be used for the purpose of obtaining additional Federal



funds under any other law of the United States, except if authorized by law. Grantee shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. The Grant Amount shall not be used to cover expenses that were reimbursed by insurance.

- d. Grantee shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
3. **Repayment/Remedies.** Grantee is subject to repayment to the County of an amount equal to the Grant Amount received by Grantee in the event Grantee has made material misrepresentations to the County in its Application, voluntary bankruptcy or insolvency proceeding are commenced against the Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Grantee provided in conjunction with this Agreement, or that Grantee was ineligible for the Grant Amount, or that Grantee's use of the Grant Amount following receipt was contrary to this Agreement, Grantee agrees to repay the Grant Amount to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
4. **Access to Records and Audit.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this exhibit.

Grantee shall maintain all records pertinent to the Agreement and any Amendments, including backup copies, for a period of five (5) years. The records shall be kept in

accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with the Grant Amount. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of the Grant Amount. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within 30 days after receipt by the Grantee. Failure of Grantee to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Grantee spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Grantee monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Grantee to comply with the audit requirements will constitute a violation of this Agreement. Grantee may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

5. **Compliance with Laws.** Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement. This includes the following:

- a. Grantee must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Grantee

considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Grantee must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Grantee will not pass-through the Grant Amount to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- c. Grantee must register at sam.gov.
- d. Grantee must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.



## Healthy Communities Park and Outdoor Recreation Investment Plan Grant Agreement

This Agreement is between the City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342 (hereinafter “Grantee”) and the County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter “OCPRC”).

### Introduction

- A. On March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add Section 603, establishing the Coronavirus Local Fiscal Recovery Fund (“LFRF”). Oakland County was allocated \$244,270,949.00 in LFRF monies.
- B. The COVID-19 Pandemic and resulting mitigation measures highlighted the essential role that parks, trails, and natural spaces play in supporting mental and physical health.
- C. The United States Department of Treasury issued the Final Rule on April 1, 2022 and other guidance for qualified uses of LFRF monies. Those qualified uses include park improvements that serve residents and communities that were disproportionately impacted by the negative effects of the COVID-19 Pandemic. Oakland County has determined that the monies used to perform this Agreement fall within the “revenue loss” eligible use category (Expenditure Category 6.1) under ARPA.
- D. The revenue loss eligible use category provides recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue due to the pandemic.
- E. Accordingly, the Oakland County Board of Commissioners appropriated 15 million dollars of LFRF monies, in Miscellaneous Resolution #22-338, to fund and support the Healthy Communities Park and Outdoor Recreation Investment Plan (“Plan”) created by OCPRC.
- F. The Plan is a comprehensive approach, using LFRF monies, to fund park improvements in areas disproportionally impacted by the COVID 19 pandemic.
- G. Part of the Plan includes a one-time park improvement grant for Grantee.

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

**Project Title (“Project”—which is described in Exhibit A):**

**Grant Amount (“Grant Amount”):** \$500,000

**Local Match Amount (“Match Amount”):** Not Applicable—No local match required

**Total Project Amount:** \$500,000

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

**End Date:** December 31, 2026

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

**Grantee:**

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Tim Greimel, Mayor City of Pontiac	Date
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Name:	Date
Title:	

**County of Oakland:**

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David T. Woodward, Chairperson Oakland County Board of Commissioners	Date
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**Oakland County Parks and Recreation Commission:**

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Gary McGillivray, Chairperson Oakland County Parks and Recreation Commission	Date
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1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to OCPRC within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, OCPRC may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in OCPRC's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of OCPRC by the Planning & Resource Development Unit. All notices, reports, documents, requests, actions, or other communications required between OCPRC and Grantee shall be submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
  - 2.1. **Grantee Contact**



- 2.1.1. **Organization:** City of Pontiac
- 2.1.2. **Name/Title:** Alexandra Borngesser / Director of Grants & Philanthropy
- 2.1.3. **Address:** 47450 Woodward Avenue, Pontiac, MI 48342
- 2.1.4. **Telephone Number:** 248-758-3327
- 2.1.5. **E-Mail Address:** aborngesser@pontiac.mi.us
- 2.2. **OCPRC Contact**
  - 2.2.1. **Name/Title:** Donna Folland / Supervisor – Planning and Resource Development
  - 2.2.2. **Address:** 2800 Watkins Lake Road, Waterford, MI 48328
  - 2.2.3. **Telephone Number:** 248-736-9087
  - 2.2.4. **E-Mail Address:** follandd@oakgov.com
- 3. **Project/Project Period.**
  - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
  - 3.2. As defined in this Agreement, “Project Period” means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
  - 3.3. Due to federal regulations, there cannot be an extension of the Project Period. Grantee shall complete the Project and expend the Grant Amount within the Project Period.
- 4. **Grantee Reporting Requirements:**
  - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
  - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation on forms provided by OCPRC, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
- 5. **OCPRC Payments.** OCPRC shall make payments of the Grant Amount to Grantee as follows:
  - 5.1. OCPRC shall pay Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement with thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid within thirty calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of Grantee.
  - 5.2. Except for the first payment on the Effective Date, to be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC.
  - 5.3. Grantee shall submit documentation of all costs incurred for the Project to OCPRC.
  - 5.4. OCPRC reserves the right to request additional information necessary to substantiate payments.
  - 5.5. Grantee shall be a registered vendor with the County to receive payments. Registration can be accomplished by completing a vendor registration through the County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
  - 5.6. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
  - 5.7. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has satisfactorily completed the Project described in Exhibit A.

5.8. Upon issuance of final payment from OCPRC, Grantee releases OCPRC of all claims against OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of OCPRC's claims against Grantee.

6. **Grantee Assurances/Responsibilities.**

- 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement, including but not limited to, construction of the Project according to the Americans With Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990) and any other barrier free regulations and rules.
- 6.2. Because the Grant Amount includes LFRF monies, Grantee shall comply with the assurances and requirements contained in Exhibit B. Exhibit B is incorporated into this Agreement.
- 6.3. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. This Agreement shall not be construed to obligate OCPRC or any other governmental entity to issue any permit or license required for the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to OCPRC upon request.
- 6.4. Grantee shall have control of the real property upon which the Project is located through fee simple title, lease, or other recorded interest or have written permission from the owner of such real property to complete the Project.
- 6.5. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.
- 6.6. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 6.7. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.8. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.

- 6.9. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.10. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.11. Grantee shall be solely responsible for the operation, maintenance, and repair of the Project subject to this Agreement.
- 6.12. Grantee shall expend the entire Grant Amount under this Agreement by the Agreement End Date. Any portion of the Grant Amount not used by that date must be returned to OCPRC.
- 6.13. All records related to the Project must be maintained for a minimum of five (5) years after the final payment has been issued to Grantee by OCPRC.
- 6.14. Grantee shall install a sign at the Project site stating that the Project or a portion of the Project was paid for with monies provided by Oakland County and OCPRC. OCPRC, at its sole cost, shall provide the sign to Grantee. The sign shall remain at the Project site for a minimum of five (5) years.
7. **Liability.**
  - 7.1. OCPRC is not liable or required to operate, maintain, or contribute to the operation or maintenance of the Project and any associated Project activities.
  - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project, involves associated Project activities, or that involves title, ownership, or other rights to the real property upon which the Project is located.
  - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by Agreement, or the use and occupancy of the Project.
  - 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.
  - 7.5. Performance of this Agreement is a governmental service and function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity of either Party.
8. **Insurance.** Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.

9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to Grantee by OCPRC.
10. **Termination.**
- 10.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
- 10.1.1. Terminate this Agreement;
- 10.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects with OCPRC until the violation is resolved to the satisfaction of OCPRC;
- 10.1.3. Withhold action on all pending and future grant applications submitted by Grantee to OCPRC;
- 10.1.4. Require repayment of grant funds already paid to Grantee under this Agreement; and/or
- 10.1.5. Require specific performance of the Agreement.
- 10.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.
11. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of the OCPRC Director.
12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
13. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
14. **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.
15. **Changes/Amendments.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to OCPRC contact listed in Section 2 of this agreement. OCPRC may approve or deny such change, in its sole discretion. Changes requiring an amendment to this Agreement will be executed by OCPRC and Grantee in the same manner as this Agreement. This Agreement cannot be modified unless reduced to writing and signed by both Parties.

16. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
17. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
19. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.





## Exhibit A

### Healthy Communities Park and Outdoor Recreation Investment Plan Grant Project Description

In October 2022, the Oakland County Board of Commissioners approved a proposal from the Oakland County Parks and Recreation Commission (OCPR) for \$15M in Oakland County American Rescue Act (ARPA) State and Local Fiscal Recovery Funds to invest in park and outdoor recreational spaces. Within this OCPR Healthy Communities Park and Outdoor Recreation Investment Plan Grant Program, funds have been allocated for grants to communities identified by the Oakland County Board of Commissioners for local park and outdoor recreation projects. Project start date is the date of the last signature on the executed Grant Agreement. Grant projects must be completed and open to the public by December 31, 2026.

#### Healthy Communities Grant Steps

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- Complete grant project description form – will be attached to Grant Agreement as Exhibit A
- Execute Grant Agreement by City and Oakland County)
- Release of grant funds to community (50% Upon execution of grant agreement and 50% upon Project completion)
- Schedule quarterly status reports
- **July 31, 2026** – Deadline to submit final report to OCPR
- **December 31, 2026** – with approval of final report by OCPR, deadline for release of remaining funds to community. All improvements must be open to the public by this date.

#### I. Applicant Information

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**Project Title:** Crystal Lake Park Revitalization

**Oakland County City, Village, or Township Name:** City of Pontiac

**Name of Primary Grant Contact:** Alexandra Borngesser, Director of Grants & Philanthropy, City of Pontiac

**Primary Contact Phone:** 248-758-3327

**Primary Contact Email:** [aborngesser@pontiac.mi.us](mailto:aborngesser@pontiac.mi.us)

## II. Financial Information

**Total Project Budget:** \$499,249

**OCPR Healthy Communities Grant:** \$ 500,000

**Remaining Project Budget:** \$0

**Funding Sources:** In the table below, indicate all sources of funding for the project, including the OCPR Healthy Communities Grant. They must equal or exceed the Total Project Budget.

<b>Funding Source</b>	<b>Amount</b>
OCPR Healthy Communities Grant	\$ 500,000
	\$
	\$
	\$
	\$
<b>Total Project Budget</b>	<b>\$500,000</b>

**Detail Scope:** In the table below, indicate scope items for the project, including any contingency and design fees and estimated costs.

<b>Scope Item</b>	<b>Quantity</b>	<b>Amount</b>
New site plan for park w/ waterfront activities & canoe/kayak launch	1	\$30,000
Restore & improve boat launch and lake access	1	\$40,000
Install Crystal Lake historical marker	1	\$4,000
Install new park entry sign	1	\$14,000
Install new benches & picnic tables	1	\$75,000
Picnic Shelter	1	\$57,800
Walking path along waters edge w/ mile/kilometer markers	1	\$105,000
Create natural vegetative buffer at edge of Crystal Lake	1	\$20,000
Mobilization	1	\$17,290
10% Contingency	1	\$36,309
Professional Engineering (10%)	1	\$39,940
Construction Engineering (15%)	1	\$59,910
<b>Total Project Budget</b>		<b>\$499,249</b>

## III. Project Description

1. Indicate how and where this project is addressed in relevant community planning documents, which may include: 5-Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Provide links to relevant online planning documents or add relevant pages to application PDF document. (100 word maximum)

*In the City of Pontiac's Parks and Recreation Master Plan you will see improvements identified for Crystal Lake Park that are aligned with the improvements outlined in the budget above. Please find the City of Pontiac Parks and Recreation Master Plan here:*

*[https://files4.1.revize.com/pontiac/PontiacParkRecMasterPlan2021\\_2025Final.pdf](https://files4.1.revize.com/pontiac/PontiacParkRecMasterPlan2021_2025Final.pdf)*

2. Describe the physical location of the proposed project and ownership of the property. (100 words max)

*Crystal Lake Park can be identified as PIN: 14-32-302-011. This property is owned by the City of Pontiac.*

3. Describe the project design and why it was chosen. (250 words max)

*The City of Pontiac is requesting this funding to reclaim and revitalize Crystal Lake Park so that its abundant environmental, recreational, and historic resources may be enjoyed and utilized by residents. Crystal Lake Park is located on 43 acres along the north side of Crystal Lake in the southwestern portion of the City. The requested funding will provide resources for cleanup of the park and the repair and restoration of the amenities. Crystal Lake Park has the potential to enhance the lives of residents in their pursuit of recreation and leisure activities and will provide supplemental space for use by youth and senior programs. Due to vandalism and the deteriorating condition of many of the park's amenities, this park has been closed. The recreational facilities at the park once included basketball courts, an outdoor restroom, swing set, and fishing dock. Due to lack of resources, the most recent park improvements include demolishing and removing many park amenities that were in poor condition and barricading the entryway. Although the park has been closed, the park's advantageous setting along the lake provides an opportunity for revitalization at the site for recreation and green space. Park upgrades include creating a site plan with waterfront actives and canoe/kayak launch, restoring the boat launch and lake access site, re-establishing public access at the park, new benches and picnic tables, a new picnic shelter, a walking path along the water's edge, and natural vegetative buffers.*

4. Does the project positively impact equity and justice and/or provide parks and recreation services that feel safe and welcoming to everyone? If so, please summarize here. (250 words max)

*Pontiac is the county seat centrally located in Oakland County, one of the wealthiest, highest educated counties in the nation. The stark contrast in poverty and environmental conditions between neighboring cities has resulted in lower quality of life and life expectancy for Pontiac residents for decades. Like many urban and disenfranchised communities, the ongoing impact of systemic racism through local, state, and national policies continues to plague Pontiac's progress today, including elements like redlining, biased planning throughout "Urban Renewal", and various other areas. However, Pontiac also has unique pieces that led to further inequities beyond other cities which has led to white and affluent residents leaving the City in Pontiac's own version of "White Flight" into nearby communities through suburban investment and the subsequent disinvestment in the urban core. This led to a drought of meaningful engagement and investment in Pontiac for decades. The City of Pontiac is a historically disadvantaged community in an area of persistent poverty. From these designations alone, it is simple to predict that the Pontiac community was, and continues to be, disproportionately impacted by COVID-19. Extensive data demonstrates extensive disparities in social determinants of health and health outcomes experienced by Pontiac residents over decades of structural racism and disinvestment. Pontiac, comprised of roughly 61,000 residents, has a primarily Black/African American community (49.6%), and 19.1% of residents*

identifying as Hispanic/Latinx. Over 27% of the residents live in poverty. Approximately 11% of the population in the City of Pontiac are 65 years of age or older. There is clear evidence that the pandemic has not affected all Americans equally. As is often the case, unfortunately, the most vulnerable among us are feeling the mental health effects of the pandemic most intensely. Job loss, housing instability, food insecurity, and other risk factors for poor outcomes have disproportionately impacted disadvantaged communities like the City of Pontiac. The aforementioned factors have, and will continue to, impact the City of Pontiac's residents. Rehabilitation of Crystal Lake Park will help to counter many of the negative effects that still linger from the COVID-19 pandemic by providing a space to gather and recreate outdoors. Having a safe space that provides residents with opportunities for physical activity, the ability to explore nature, and an environment that encourages gathering with others outdoors will help residents reform connections with others. The requested funds in the City will be applied to mitigate the impact of COVID-19 on 61,000 Pontiac Residents. These resources have the propensity to improve and repair the community ecosystem in Pontiac and will ultimately change the trajectory of quality of life for 61,000 residents—improving equity and justice for Pontiac.

5. Does the project consider sustainable design/construction practices and help build community resilience and adaptation to climate change? If so, please summarize here. (250 words max)

*Green spaces in urban areas greatly reduce climate and health risks while also improving the physical and mental wellbeing and quality of life for residents. Cities with robust park systems experience stronger economies, a decrease in crime, increased property value, and protection from environmental impacts of urban landscapes. The benefits of reclaiming and restoring Crystal Lake Park and the shore are invaluable and the public will reap those benefits by way of a stronger economy, safer neighborhoods, and a more resilient environment, all of which will bear fruit for the City of Pontiac and neighboring communities to indulge.*

6. Does the project increase access to spaces and experiences that promote physical, mental, and social health for all? If so, please summarize here. (250 words max)

*There is clear evidence that the pandemic has not affected all Americans equally. As is often the case, unfortunately, the most vulnerable among us are also feeling the mental health effects most intensely. Job loss, housing instability, food insecurity, and other risk factors for poor outcomes have disproportionately impacted disadvantaged communities like the City of Pontiac. The pandemic also impacted access to affordable childcare and reliable transportation. All of the aforementioned factors have, and will continue to, impact the City of Pontiac's residents. Rehabilitation of Crystal Lake Park will help to counter many of the negative effects that still linger from the COVID-19 pandemic by providing a space to gather and recreate outdoors. Having a safe space that provides residents with opportunities for physical activity, the ability to explore nature, and an environment that encourages gathering with others outdoors will help residents reform connections with others – something that was missing while COVID-19 restrictions were in place. The aforementioned factors have, and will continue to, impact the Pontiac Residents.*

7. Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed. (250 words max)

*Future park improvements will be made through the City's general operating budget and future grant revenue. Park maintenance will be sustained through the City's general operating budget.*

8. Describe how the project will meet or exceed ADA guidelines. Describe any Universal Design principles that will be incorporated into the project. (250 words max)

*Additional operational action items include preparing a 'Crime Prevention Through Environmental Design' master plan, working with the Clinton River Watershed Council and EGLE to test, monitor, and remediate lake water quality, and ensuring recreation facilities adhere to ADA standards and are accessible to all users regardless of age or ability.*

#### IV. Attachments

1. Project location map
2. Site plan or site map
3. Optional letters of support
4. Optional Other Materials – e.g., design drawings/specifications, photographs with captions, etc.

#### Submission

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Completed forms should be e-mailed to Donna Folland at [follandd@oakgov.com](mailto:follandd@oakgov.com)

#### **Contact Information:**

Donna Folland

Supervisor – Planning and Resource Development

(248) 736-9087

[follandd@oakgov.com](mailto:follandd@oakgov.com)



**#17**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Cody MacPhee, Information Technology

**THROUGH:** Khalfani Stephens, Deputy Mayor

**DATE:** May 10, 2023

**RE:** **Resolution to Approve the Purchase of Desktop Personal Computers and Monitors for the 50<sup>th</sup> District Court**

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### EXECUTIVE SUMMARY

Due to the COVID epidemic, the 50th District Court was not open for a long time. While computers in City Hall were getting regular computer refresh replacements, the courthouse was not. This has resulted in courthouse employees using desktop computers that are over six years old. In addition, most of the monitors at the courthouse are small and over 11 years old. Since the city's migration to Office 365, many of these users are experiencing significant delays when trying to do their daily work. The 50<sup>th</sup> District Court has budgeted \$30,000 this fiscal year for the purchase of computer equipment.

### STATEMENT OF NEED

1. Courthouse employees are using desktop computers that are over six years old.
2. Upgrading to Office 365 creates a burden on the older processors and decreases the efficiency of courthouse employees
3. Windows 10 on older computers cannot upgrade to Windows 11 due to hardware deficiencies. The latest security features will not be available to these computers
4. Monitors at the courthouse are at least 11 years old and are not compatible with new PCs.

**SOLUTION:**

1. Purchase 27 Dell desktop computers and 27 Dell Monitors.

**COSTS:**

1. Purchase 27 Dell Optiplex 3000 Desktop computers at \$854.03
2. Purchase 27 Dell 24-inch Monitors at \$167.19 each

**Advantages of upgrading courthouse computers:**

1. Faster Processing speeds
2. Increased efficiency of employees
3. Easier troubleshooting support for IT (Information Technology) staff
4. Newest security features only available on new computers

**RESOLUTION ON FOLLOWING PAGE**



**Resolution to Approve the Purchase of Desktop Computers and Monitors for the  
50<sup>th</sup> District Court**

**WHEREAS**, 50<sup>th</sup> District Court employees currently use desktop computers that are over six years old; and

**WHEREAS**, The computer monitors at the 50<sup>th</sup> District Court are not compatible with modern computers; and

**WHEREAS**, The use of new computer equipment will increase the efficiency of courthouse employees; and

**WHEREAS**, \$30,000 has been budgeted for computer equipment in the FY2022-2023 budget; and

**WHEREAS**, Insight Public Sector offers the lowest quote for both the Optiplex 3000 desktop computer and the Dell 24-inch monitor through our MiDeal contract

**NOW, THEREFORE, HEREBY BE IT RESOLVED** that the Pontiac City Council approves the purchase Dell Computers and Monitors not to exceed \$30,000 from Insight Public Sector.

**SOLD-TO PARTY 10520447**

CITY OF PONTIAC  
47450 WOODWARD AVE  
PONTIAC MI 48342-5009

**SHIP-TO**

CITY OF PONTIAC  
47450 WOODWARD AVE  
PONTIAC MI 48342-5009

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery:** : FOB DESTINATION  
**Currency** : USD

**Quotation**

**Quotation Number** : 0226263245  
**Document Date** : 10-MAY-2023  
**PO Number** :  
**PO release:** :  
**Sales Rep** : Joe Morley  
**Email** : JOE.MORLEY@INSIGHT.COM  
**Telephone** : +16169745803  
**Sales Rep 2** : Shannon McKay  
**Email** : SHANNON.MCKAY@INSIGHT.COM  
**Telephone** : +13172845156

Material	Material Description	Quantity	Unit Price	Extended Price
<u>DELL-E2423H</u>	Dell E2423H - LED monitor - Full HD (1080p) - 24" STATE OF MICHIGAN MASTER COMPUTING PROGRAM HARDWARE(# 210000000022)	27	167.19	4,514.13
<u>9XNWD</u>	Dell OptiPlex 3000 - SFF - Core i5 12500 3 GHz - 8 GB - SSD 256 GB STATE OF MICHIGAN MASTER COMPUTING PROGRAM HARDWARE(# 210000000022)	27	832.19	22,469.13
<u>CT8G4DFRA32A</u>	Crucial - DDR4 - module - 8 GB - DIMM 288-pin - 3200 MHz / PC4-25600 - unbuffered STATE OF MICHIGAN MASTER COMPUTING PROGRAM HARDWARE(# 210000000022)	27	21.84	589.68
Product Subtotal				27,572.94
TAX				0.00
Total				27,572.94

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**PURCHASE ORDER REQUIREMENTS:**

Quote Number:226263245

Purchase Order Number: \_\_\_\_\_

Authorized by/Title: \_\_\_\_\_ (please print)

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

Additional signature, where required

Authorized by/Title: \_\_\_\_\_ (please print)

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

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Joe Morley  
+16169745803  
JOE.MORLEY@INSIGHT.COM

Shannon McKay  
+13172845156  
SHANNON.MCKAY@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

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**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>



**#18**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

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

**FROM:** Alexander Zegarzewski, Parks & Recreation

**DATE:** May 16<sup>th</sup>, 2023

**RE:** **Council Resolution to Approve the Interlocal Partnership Agreement for Hawthorne Park Between Oakland County and The City of Pontiac**

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In October 2022, the Oakland County Board of Commissioners appropriated 15 million dollars of Coronavirus Local Fiscal Recovery Fund monies to fund and support the Healthy Communities Park and Outdoor Recreation Investment Plan. This plan was created to fund park improvements and expansion of the OCPRC park system, including a park in the City of Pontiac.

The City of Pontiac and Oakland County have come to an agreement through Interlocal Partnership for Hawthorne Park. This agreement delineates duties and responsibilities between both parties with respect to operation, management, planning, and maintenance of the 77.33 acre park over the course of the next 20 years. The park will be renamed during this time to “Hawthorne Oaks Park” and will continue to be defined as a City Park. Oakland County will oversee all management and operational aspects of park design & planning efforts as well as all maintenance responsibilities. The City of Pontiac will be included in all park design & planning discussions and will be able to host any events & programs in the park with proper planning and communication between both parties.



**Council Resolution to Approve the Interlocal Partnership Agreement for Hawthorne Park  
Between Oakland County and The City of Pontiac**

**WHEREAS**, The City of Pontiac and Oakland County desire to enter into an Interlocal Partnership for Hawthorne Park over the next 20 years starting July 1, 2023; and,

**WHEREAS**, Hawthorne Park will be called Hawthorne Oaks Park during this time and will remain a City of Pontiac Park; and,

**WHEREAS**, Oakland County will oversee all design & planning aspects of the park as well as all maintenance responsibilities, while collaborating with the City of Pontiac and residents; and,

**WHEREAS**, The City of Pontiac will work in coordination with Oakland County on all design concepts being applied to Hawthorne Oaks Park.

**NOW THEREFORE**, be it resolved that the Pontiac City Council authorizes the Mayor to execute the Interlocal Partnership Agreement for Hawthorne Park between Oakland County and the City of Pontiac.

**#19**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Alicia Martin, Purchasing Manager  
Michael Martin, Grant Writer & Treasurer of the Arts Commission

**DATE:** May 10, 2023

**RE:** The Purchasing Manager and the Grant Writer & Treasurer of the Arts Commission request that City Council approve the Mayor or Mayor Designee to execute a contract with The Major Group, LLC to provide The Lawn Chair Concert Series within the City of Pontiac.

The Lawn Chair Concert Series consists of a local musician performing seven (7) concerts during the summer. Concerts will occur within different City of Pontiac neighborhood parks and will include an opening act and headliner. The solicitation for the Lawn Chair Concert Series was posted to BidNet and the City's Purchasing web page on April 4, 2023. A total of 10 firms requested the solicitation document, and one (1) firm submitted a bid. The deadline for bid submittal was April 28, 2023. The Purchasing Manager is requesting that the Council approves the awarding of the bid and execution of a contract with The Major Group, LLC. The not-to-exceed amount for the contract shall be **\$54,250** for the fiscal year ending June 30, 2023, and June 30, 2024, as the City's budget will allow. The contract term will commence in May 2023 and shall expire in September 2023.

WHEREAS, The Purchasing Manager has ensured that the purchase 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 The Major Group, LLC.;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with The Major Group, LLC.

AM